



Amendment No. 1  
To  
Contract No. NA190000134  
For  
Juniper Cutting Services at the Water Quality Protection Lands  
Between  
Summitt Forests, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This Unilateral Extension Option will be May 23, 2021 through May 22, 2022. Two options will remain.
- 2.0 The total contract amount is increased by \$100,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/23/2019 – 05/22/2021	\$200,000.00	\$200,000.00
Amendment No. 1: Option 1 – Unilateral Extension 05/23/2021 – 05/22/2022	\$100,000.00	\$300,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Matthew  
Duree  
Sign/Date: \_\_\_\_\_

Digitally signed by  
Matthew Duree  
Date: 2021.05.11  
08:01:36 -05'00'

Matthew Duree  
Procurement Manager  
  
City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



## City of Austin

### Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 23, 2019

Mr. Scott Nelson  
Summit Forests, Inc.  
2305 Ashland Street, Ste C PMB 432  
Ashland, OR 97520

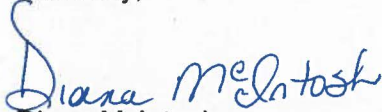
Dear Mr. Nelson:

The Austin City Council approved the execution of a contract with your company for Juniper Cutting Services at the Water Quality Protection Lands in accordance with the referenced solicitation.

Responsible Departments:	Austin Water, Water Quality Protection Lands
Contact Person:	Matt McCaw 3621 FM 620 South Austin, TX 78738 Phone: (512) 972-1672 e-mail: matt.mccaw@austintexas.gov
Project Name:	Juniper Cutting, Services at the Water Quality Protection Lands
Contractor Name:	Summit Forests, Inc
Contract Number:	MA 2200 NA190000134
Contract Period:	The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months.
Dollar Amount	The Contractor shall be paid up to a total Not-to-Exceed amount of \$200,000 for the initial Contract term of 24 months and \$100,000 for each extension option
Extension Options:	The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.
Requisition Number:	RQM 18101700046
Solicitation Type & Number:	IFB 2200-DCM1001
RCA Date	May 23, 2019
RCA Number	21

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

  
Diana McIntosh  
Procurement Specialist II

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
SUMMITT FORESTS, INC. ("Contractor")  
FOR  
JUNIPER CUTTING SERVICES AT THE WATER QUALITY PROTECTION LANDS  
CONTRACT NUMBER MA 2200 NA190000134**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Summitt Forests, Inc. having offices at 2305 Ashland Street, Ste CPMB 432, Ashland, OR 97520 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200-DCM1001.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid, IFB 2200-DCM1001 including all documents incorporated by reference
- 1.1.3 Summitt Forests, Inc Offer, dated March 5, 2019, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.**

- 1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option unless the Contractor is notified in writing no less than 30 days prior to the contract's expiration.
  - 1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
  - 1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).



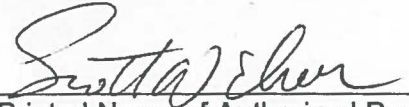
1.3.1.3 This is a 24-month Contract. Prices are firm for the first twelve (12) months.

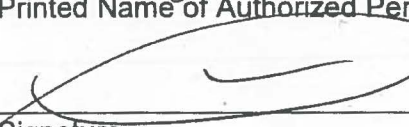
- 1.4 **Compensation.** The Contractor shall be paid up to a total Not-to-Exceed amount of \$200,000. for the initial Contract term of 24 months and \$100,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
- 1.6.1 Addendum 1 Pre-Bid Conference Information
- 1.6.2 Addendum 2 Responses to Questions
- 1.6.3 E-mail dated March 14, 2019, Summitt would have no problem completing the project anytime of the year including between the months of Sept. and March.
- 1.6.4 E-mail dated March 15, 2019, Summit will guarantee the wages of a minimum \$15.00/hour for all employees working on this project.

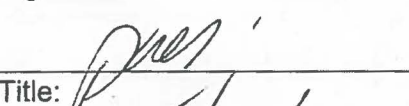
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

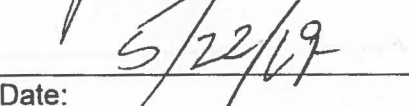
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**SUMMITT FORESTS, INC.**

  
\_\_\_\_\_  
Printed Name of Authorized Person

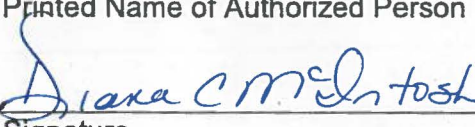
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Date:

**CITY OF AUSTIN**

Diana C. McIntosh  
\_\_\_\_\_  
Printed Name of Authorized Person

  
\_\_\_\_\_  
Signature

Procurement Specialist II  
\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Date:





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

**SOLICITATION NO:** 2200-DCM1001

**COMMODITY/SERVICE DESCRIPTION:**

Juniper Cutting Services at the Water Quality Protection Lands

**DATE ISSUED:** February 11, 2019

**REQUISITION NO.:** 2200 18101700046

**PRE-BID CONFERENCE TIME AND DATE:** February 21, 2019 at 10:30 a.m.

**COMMODITY CODE:** 96888

**LOCATION:** 6555 FM967, Buda, TX78610

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID DUE PRIOR TO:** March 5, 2019 at 2:00 p.m.

**BID OPENING TIME AND DATE:** March 5, 2019 at 3:00 p.m.

**Primary Contact:**

Diana McIntosh

Procurement Specialist II

Phone: 512-974-2034

E-Mail: [Diana.McIntosh@austintexas.gov](mailto:Diana.McIntosh@austintexas.gov)

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

**Secondary Contact:**

Claudia Rodriguez

Procurement Specialist IV

Phone: (512) 974-2959

E-Mail: [ClaudiaR.Rodriguez@austintexas.gov](mailto:ClaudiaR.Rodriguez@austintexas.gov)

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # <b>2200-DCM1001</b>	Purchasing Office-Response Enclosed for Solicitation # <b>2200-DCM1001</b>
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within **120** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 USB FLASH DRIVE WITH RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	9
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	MAPS	7
Attachment B	EQUIPMENT LIST – Complete & return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Vendor Registration No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>



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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be



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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the



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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.



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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at: [Diana.McIntosh@austintexas.gov](mailto:Diana.McIntosh@austintexas.gov) no later than ten (10) days prior to the solicitation close date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

City of Austin	
Department	Austin Water
Attn:	Kevin Thuesen and Monica Pauliuc
Address	3621 S. FM 620
City, State Zip Code	Austin, TX 78738
Email:	kevin.thuesen@austintexas.gov monica.pauliuc@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. Invoices shall include, but are not limited to the following:
- (a) Contractor's name, on a professionally pre-printed form
  - (b) Contractor's address and phone number
  - (c) City's contract number
  - (d) City's purchase order or delivery order number
  - (e) Date of each visit
  - (f) Location of each visit
  - (g) Description of service
  - (h) Uniquely numbered

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**6. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

**<http://www.austintexas.gov/edims/document.cfm?id=277854>**

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

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**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU1020000405000A (N)	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: National	

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Description of Series ID: Construction, and extraction, farming, fishing, and forestry
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Matt McCaw, Austin Water, Water Quality Protection Lands

3621 FM 620 South

Austin, TX 78738

Phone: (512) 972-1672

e-mail: matt.mccaw@austintexas.gov

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**CITY OF AUSTIN  
SCOPE OF WORK  
FOR  
JUNIPER CUTTING SERVICES AT  
THE WATER QUALITY PROTECTION LANDS  
SOLICITATION NUMBER: INVITATION FOR BID (IFB) 2200-DCM1001**

**1.0 PURPOSE**

This Invitation for Bid (IFB) is to establish a Contract with a qualified Contractor who can provide juniper cutting services at the Water Quality Protection Lands (Attachment A). The cutting services are required to assist the City in meeting the goals of restoring these selected lands to grassland and savanna ecosystems. This type of service will help to yield optimal water quantity and quality to recharge the Edwards Aquifer and provide sustained flow to Barton Springs, which are the primary goals of the program. The Contractor shall provide juniper cutting services of approximately 1,025.1 acres, dependent upon unit price per acre, located within Travis and Hays Counties. The City of Austin (City) reserves the right to add or delete locations as deemed necessary.

It is the City's preference to award a single contract for the juniper cutting services at the Water Quality Protection Lands. However, the City reserves the right to reject all bids entirely or make multiple contract awards between the lowest and/or, most responsive and responsible bidder. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous, including by department. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

**2.0 CONTRACTOR QUALIFICATIONS**

The Contractor shall:

- 2.1 Have a minimum of three (3) years' experience providing tree removal, bush management, or habitat management services for projects of similar size and scope to those detailed herein. The Contractor shall submit valid references that confirm the experience requirement on the Section 0700-References document.

**3.0 CONTRACTOR REQUIREMENTS**

The Contractor shall:

- 3.1 Provide all labor, materials, transportation, and equipment required for proper execution of the contract and related services.
- 3.2 Attend mandatory on-site meetings prior to each work site initiation to familiarize the Contractor with specifics for each location. The Contract Manager or designee will provide detailed maps of area(s) to be worked at the on-site meetings.
- 3.3 Discuss scheduling of work at other areas with Contract Manager or designee as the work progresses.

- 3.4 Invoice work area (Section 5.1) as the work is complete. Rates are per Section 0600-Bid Sheet.
- 3.5 Notify City Contract Manager or designee within twenty-four (24) hours, either by phone or email, of any condition which might prevent the Contractor from performing work in the manner or time-frame requested.
- 3.6 Contact the City Contract Manager or designee, immediately, if inclement weather prevents the Contractor from performing the work. The Contract Manager or designee and Contractor shall be in regular contact until site conditions allow resumption of work and shall commence work upon a mutually agreed upon time.
- 3.7 Be responsible for containing trash within the work site and properly disposing of any trash at the end of each work day.
- 3.8 Acknowledge that the site conditions are rugged and road access to many work areas is poor. Work will take place away from roads or two-track paths.
- 3.9 Contact the Contract Manager or designee, upon completion of work, and schedule an inspection of the project. Any deficiencies or unsatisfactory work will be noted and corrective action by the Contractor shall be made within a timeframe agreed upon with the Contract Manager or designee at no additional cost to the City. The Contract Manager or designee will be the sole judge of completion of work.
- 3.10 No alcoholic beverages, firearms, hunting, fishing, collection of artifacts or other natural items, open fires, smoking, or camping will be permitted on City property at any time.

#### **4.0 WORK SCHEDULE**

The Contractor Shall:

- 4.1 Provide services within seven (7) business days after contract award. Contract Manager or designee will provide information on the following items, at the kick-off meeting:
  - 4.1.1 Service Work Schedule.
  - 4.1.2 Working in some areas at any time of year.
  - 4.1.3 Working between September 1st and March 1st.
  - 4.1.4 Working in many areas anytime from dawn until dusk, seven (7) days a week.
  - 4.1.5 Working in other areas where work hours may be restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday.
  - 4.1.6 Scheduling of work at other areas with Contract Manager or designee as the work progresses.
  - 4.1.7 Providing services at 6327 FM 967, Buda, Texas 78610

- 4.2 Choose to work anytime, including City Holidays, as long Contractor is following the work schedule and works hours provided by the Contract Manager.

## **5.0 EQUIPMENT AND USE OF ENVIRONMENTALLY RESPONSIBLE BEST PRACTICES**

The Contractor shall:

- 5.1 Establish and demonstrate best practices that limit the impact of equipment emissions, limit excessive noise and discourage any other practice that negatively affects the environment. Contractor shall demonstrate best practices onsite to the Contract Manager or designee, as requested by the City.
- 5.2 Limit use of cutting equipment to:
- 5.2.1 A hydraulic tree shear or feller buncher mounted to a skid steer or excavator with rubber tires or tracks;
  - 5.2.2 Power hand tools such as chainsaws and brush blades; and
  - 5.2.3 A forestry mower or mulcher (Fecon, Seppi, Hydroax, Tushogg, etc) ONLY as approved by Contract Manager or designee and with additional limitations.
- 5.3 Acknowledge that the following are NOT acceptable methodologies for these services due to soil excessive disturbance:
- 5.3.1 Chaining;
  - 5.3.2 Dozing;
  - 5.3.3 Pushing;
  - 5.3.4 Grubbing; and
  - 5.3.5 Any equipment with metal tracks.
- 5.4 Acknowledge and make appropriate adjustments or plans due to rocky conditions/terrain. Tools (cutting teeth or hammers) made of double carbide or other durable material may be necessary for preventing equipment damage by contact with rocks. However, this remains at the discretion of the Contractor and is not a project requirement.
- 5.5 Provide a list of all equipment intended for use in the performance of services under this contract ([Attachment B](#)) with bid. This list of equipment shall include the Equipment Type, Brand/Model, Size, Age, and Condition of the equipment.

## 6.0 **CUTTING OF TARGET TREES**

The Contractor Shall:

- 6.1 Perform services on approximately 1,025 acres. Cut all juniper trees with diameter at breast height (DBH) equal to or less than the target diameter at breast height for each work area.
- 6.2 Juniper thinning shall be based on juniper diameter at breast height (DBH)) as follows:

Work Area	Thinning Unit Size (acres)	Target DBH (in)
1	16.7	All juniper equal to or less than 4" DBH
2	3.8	All juniper equal to or less than 4" DBH
3	33.8	All juniper equal to or less than 8" DBH
4	65.4	All juniper equal to or less than 6" DBH
5	14.2	All juniper equal to or less than 8" DBH
6	46.2	All juniper equal to or less than 8" DBH
7	82.5	All juniper equal to or less than 8" DBH
8	40.7	All juniper equal to or less than 8" DBH
9	54	All juniper equal to or less than 8" DBH
10	8.3	All juniper equal to or less than 8" DBH
11	31.3	All juniper equal to or less than 8" DBH
12	39.7	All juniper equal to or less than 8" DBH
13	62.9	All juniper equal to or less than 8" DBH
14	69.3	All juniper equal to or less than 8" DBH
15	4.6	All juniper equal to or less than 8" DBH
16	31	All juniper equal to or less than 6" DBH
17	172.3	All juniper equal to or less than 8" DBH
18	31.7	All juniper equal to or less than 8" DBH
19	5.7	All juniper equal to or less than 8" DBH
20	151.7	All juniper equal to or less than 8" DBH
21	59.3	All juniper equal to or less than 6" DBH

- 6.3 Leave no stumps taller than two (2") inches above grade.
- 6.4 Be aware that some shrubs and small trees, such as agarita, bumelia (coma), mesquite, persimmon, yaupon, mountain laurel, and sumac may need to be cut or damaged in order to access target species.
- 6.5 Ensure that material is not ground into mulch if/when a forestry mulcher or mower is used. While a minimal amount of mulch is allowable, the preferred result is a very rough cut which minimizes the production of mulch.

## **7.0 PLACEMENT OF SLASH (WOODY MATERIAL OR DEBRIS)**

The Contractor shall:

- 7.1 Place all slash (cut woody material) within work area boundaries unless pre-approved in writing by the Contract Manager or designee.
- 7.2 Not leave or place slash below the high-water mark of mapped stream channels. The Contract Manager or designee will flag the high-water mark.
- 7.3 Not leave or place slash within fifty (50') feet of certain sections of project boundaries as shown on maps ([Attachment A](#)). This is to avoid hazardous fuel loading at the edges of prescribed burn units.
- 7.4 Not leave or place slash within ten (10') feet of mapped non-perimeter roads.
- 7.5 Not place slash in piles or windrows. If necessary, slash shall be scattered to avoid piles or windrows.
- 7.6 Shatter or compact all slash so that it does not exceed a height of more than twenty-four (24") inches.

## **8.0 DAMAGE PREVENTION**

The Contractor shall:

- 8.1 Minimize disturbance to soil and herbaceous vegetation. If at any time, the Contract Manager or designee deems that the Contractor's operations are resulting in excessive soil and herbaceous disturbance, the Contract Manager or designee may instruct the Contractor to adjust operations. This may involve suspending operations when the soil is wet or otherwise altering equipment operation to reduce disturbance to soil or herbaceous vegetation.
- 8.2 Notify the Contract Manager or designee within thirty (30) minutes of any spill by Contractor employees. This includes spills of fuels, lubricants, hydraulic oils, or solvents shall be addressed by excavating contaminated soil, removing from the site, and disposing of it in an approved facility, all at no additional cost to the City.

- 8.3 Have proper spill containment devices including shovels, trash bags, and leak containment receptacles on site at-all-times.
- 8.4 Abide by the following:
  - 8.4.1 Aboveground fuel tanks (AFTs) may be no larger than 500 gallons and shall sit within a spill containment basin with at least 150% the volume of the tank.
  - 8.4.2 Fuel trailers shall be registered and placarded following all applicable Texas Department of Transportation and Texas Commission on Environmental Quality regulations.
  - 8.4.3 AFTs and fuel trailers shall be solid in construction and showing no rust or evidence of fuel leaks.
  - 8.4.4 The siting of AFTs shall be supervised by the Project Manager.
- 8.5 Replace or repair damage to or contamination of sites, materials, or facilities such as soil, water, vegetation, roads, gates, fences, buildings, structures and infrastructure on City property caused by the Contractor's employees or operations within three (3) business days, to the satisfaction of the Contract Manager or designee, at no additional cost to the City.
- 8.6 Notify the Contract Manager or designee within thirty (30) minutes if any damage has occurred to, or has been observed at, any gate, fence, structure, or vehicle.
- 8.7 Understand, that there shall be a penalty imposed by the City for negligent damage to non-target brush or trees. This shall be based on Section 3 of the City of Austin "[Environmental Criteria Manual](#)" for replacement of trees. However, cutting of certain brush or trees for the purpose of accessing target species will not result in penalty. Further, any accidental damage to non-target trees shall be treated immediately with tree pruning spray.

## **9.0 SAFETY REQUIREMENTS**

The Contractor shall:

- 9.1 Comply with all Federal and State of Texas standards, regulations, and laws concerning this type of service, including but not limited to:
  - 9.1.1 Environmental Protection Agency (EPA) standards that apply to both private industry and governmental agencies;
  - 9.1.2 Texas Department of Transportation and Texas Commission on Environmental Quality regulations;
  - 9.1.3 Occupational Safety and Health Administration (OSHA) safety guidelines; and
  - 9.1.4 City of Austin ordinances and regulations.
- 9.2 Ensure that fuel trailers are registered and placarded following all applicable Texas Department of Transportation and Texas Commission on Environmental Quality regulations.



- 9.3 Retain sole responsibility for the safety of all personnel.
- 9.4 Instruct employees on appropriate safety measures.
- 9.5 Notify the Contract Manager or designee within thirty (30) minutes of any injury sustained by a Contractor employee at a site.
- 9.6 Submit and follow a two (2) page Wildfire Prevention Plan in association with this project within seven (7) business days after contract award. The Wildfire Prevention Plan ensures that fire extinguishers are in place on all equipment and that the Contractor has the appropriate contact information in case of a fire.
- 9.7 Provide at least one (1) fully-functional, charged, and accessible five (5) pound fire extinguisher on each vehicle (including mechanized equipment) at-all-times.
- 9.8 Provide- all necessary and sufficient safety equipment and resources for all onsite staff including, but not limited to, water/hydration, gear, and portable toilet(s).

## **10.0 CONTRACTOR EMPLOYEE QUALIFICATIONS**

The Contractor shall:

- 10.1 Provide qualified supervisors and workers who are skilled to operate equipment needed to perform these services. Personnel shall be the direct employees of the Contractor.
- 10.2 Maintain an adequate number of employees to satisfactorily perform the scheduled work and meet project deadlines.
- 10.3 Provide employees with identification that displays both the names of the Contractor and the employee. Identification must be kept on the employee's person at-all-times while performing vegetation services at any site.
- 10.4 Not permit Non-Contractor personnel, minors (except for minor(s) lawfully employed by the Contractor), or subcontracted workers onto work sites.
- 10.5 Not allow Contractor employees on City property outside of work hours. Any Contractor employee found on City property without the permission of the Contract Manager or designee shall be considered trespassing and subject to penalty of law.
- 10.6 Designate a Single Point of Contact (SPOC) who shall be at the work site during all hours worked by the Contractor's employees.
  - 10.6.1 The SPOC shall be fluent in the English language and shall be able to communicate effectively with the Contract Manager or designee.
  - 10.6.2 The Contractor shall provide to the Contract Manager or designee at the kick-off meeting with the name of the SPOC, as well as an office phone number, cell number, and email address.

10.6.3 The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.

10.6.4 The SPOC may be an/the operator.

10.6.5 The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work.

10.6.6 The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.

10.6.7 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC.

10.6.7.1 The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.

10.7 Remove, at the request of the Contract Manager or designee, from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the Contract Manager or designee.

## **11.0 TRANSPORTATION**

The Contractor shall:

11.1 Provide all transportation required to perform the work.

11.2 Provide make, model, and license plate numbers of all vehicles to Contract Manager or designee for inclusion in an access letter/permit, within seven (7) business days after contract award.

## **12.0 CITY REQUIREMENTS**

The City will:

12.1 Provide a Contract Manager or designee who will schedule the service.

12.2 Schedule a contract kick-off meeting within five (5) business days of contract award to discuss the project and obtain approval of the Equipment List (Attachment B).

12.3 Clearly delineate all work areas with flagging or other features such as fences, roads, or two-track paths.

12.4 Supervise the siting of aboveground fuel tanks by the Contract Manager or designee.

12.5 Provide the Contractor with a template of the required Wildfire Prevention Plan at the Contract kick-off meeting and assist the awarded Contractor in its completion, if needed.

- 12.6 Provide a Work Schedule at the kick-off meeting. Contract Manager will also establish the service schedule and allowable daily work hours for each work area at the beginning of each fiscal year.
- 12.7 Provide detailed maps of area(s) to be worked.
- 12.8 Perform random performance checks at job sites to ensure compliance.
- 12.9 Inspect the Contractor's equipment at any time during the contract term. Equipment inspection will either be at the City's worksite or, with at least forty-eight (48) hours' notice, at the Contractor's facility. Equipment may be deemed unacceptable by the City Contract Manager or designee for reasons including, but not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage. Such unacceptable equipment shall be replaced, at the Contractor's expense, by the next inspection. Recurring failure to provide suitable equipment may be grounds for termination of this contract.
- 12.10 Not be responsible for any lost or damaged equipment left or stored, by the Contractor, on City property.

### **13.0 OMISSIONS**

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal vegetation services shall be considered a requirement although not directly specified or called for in the scope of work.

### **14.0 ATTACHMENTS**

- 14.1 Attachment A - Maps
- 14.2 Attachment B - Equipment List

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

## **Section 0700: Reference Sheet**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____
2.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____
3.	Company's Name	_____
	Name and Title of Contact	_____
	Project Name	_____
	Present Address	_____
	City, State, Zip Code	_____
	Telephone Number	(____)_____ Fax Number (____)_____
	Email Address	_____



**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR

Authorized  
Signature

Title

### **Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name:

Signature of Officer  
or Authorized  
Representative:

Date:

Printed Name:

Title

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<div><input type="checkbox"/> NO</div> <div><input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE    <input type="checkbox"/> WBE    <input type="checkbox"/> MBE/WBE Joint Venture</div>		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature/Date

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001  
SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone <b>OR</b> <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee Date



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

**SOLICITATION NO:** 2200-DCM1001

**COMMODITY/SERVICE DESCRIPTION:**

Juniper Cutting Services at the Water Quality Protection Lands

**DATE ISSUED:** February 11, 2019

**REQUISITION NO.:** 2200 18101700046

**PRE-BID CONFERENCE TIME AND DATE:** February 21, 2019 at 10:30 a.m.

**COMMODITY CODE:** 96888

**LOCATION:** 6555 FM967, Buda, TX78610

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID DUE PRIOR TO:** March 5, 2019 at 2:00 p.m.

**BID OPENING TIME AND DATE:** March 5, 2019 at 3:00 p.m.

**Primary Contact:**

Diana McIntosh

Procurement Specialist II

Phone: 512-974-2034

E-Mail: [Diana.McIntosh@austintexas.gov](mailto:Diana.McIntosh@austintexas.gov)

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**Secondary Contact:**

Claudia Rodriguez

Procurement Specialist IV

Phone: (512) 974-2959

E-Mail: [ClaudiaR.Rodriguez@austintexas.gov](mailto:ClaudiaR.Rodriguez@austintexas.gov)

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # 2200-DCM1001	Purchasing Office-Response Enclosed for Solicitation # 2200-DCM1001
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

### SUBMIT 1 ORIGINAL AND 1 USB FLASH DRIVE WITH RESPONSE

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	9
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	MAPS	7
Attachment B	EQUIPMENT LIST – Complete & return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

**SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**  
**summittforests@gmail.com**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Vendor Registration No. V 00000906421

Printed Name of Officer or Authorized Representative: SCOTT NELSON

Title: PRESIDENT

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: 3-5-19

Email Address: summittforests@gmail.com

Phone Number: 541-535-8920

**\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**





**BID SHEET**  
**CITY OF AUSTIN**  
**JUNIPER CUTTING SERVICES AT THE WATER QUALITY PROTECTON LANDS**

**SOLICITATION NO.:** 2200-DCM-1001

**BUYER:** Diana C. McIntosh

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work, such as disposal fees. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - JUNIPER CUTTING SERVICES**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Juniper cutting - Target Diameter at Breast Height = 4 inches or less	1 acre	5	\$342.00	\$1,710.00
1.2	Juniper cutting - Target Diameter at Breast Height = 6 inches or less	1 acre	31	\$384.00	\$11,904.00
1.3	Juniper cutting - Target Diameter at Breast Height = 8 inches or less	1 acre	170	\$439.00	\$74,630.00
<b>**Note** Bid prices shall apply to new work areas not currently included in Appendix A. Respondent shall not charge separately for disposal fees, administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the bid prices.</b>					
<b>TOTAL FOR CATEGORY 1 =</b>					<b>\$88,244.00</b>

**CATEGORY 2 - CHECKLIST OF REQUIRED ITEMS AND ACKNOWLEDGEMENTS**

**CHECKLIST OF REQUIRED ITEMS AND ACKNOWLEDGEMENTS**

2.1	Does Respondent have a minimum of three (3) years' experience providing tree removal, bush management, or habitat management services	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.2	Respondent provided Attachment B List of Equipment with Bid.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.3	Respondent employees qualified supervisors and workers who are skilled to operate equipment needed to perform these services	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**COMPANY NAME:** Summitt Forests, Inc

**EMAIL ADDRESS:** summittforests@gmail.com

**SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Diana McIntosh via email at: [Diana.McIntosh@austintexas.gov](mailto:Diana.McIntosh@austintexas.gov) no later than ten (10) days prior to the solicitation close date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

City of Austin	
Department	Austin Water
Attn:	Kevin Thuesen and Monica Pauliuc
Address	3621 S. FM 620
City, State Zip Code	Austin, TX 78738
Email:	kevin.thuesen@austintexas.gov monica.pauliuc@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. Invoices shall include, but are not limited to the following:
- (a) Contractor's name, on a professionally pre-printed form
  - (b) Contractor's address and phone number
  - (c) City's contract number
  - (d) City's purchase order or delivery order number
  - (e) Date of each visit
  - (f) Location of each visit
  - (g) Description of service
  - (h) Uniquely numbered

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

**6. LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

**<http://www.austintexas.gov/edims/document.cfm?id=277854>**

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: [https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU1020000405000A (N)	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: National	

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
Solicitation No. IFB 2200-DCM1001**

Description of Series ID: Construction, and extraction, farming, fishing, and forestry
--

This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All
---

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
------------------------------

Divided by index on solicitation close date
---

Equals Change Factor
----------------------

Multiplied by the Base Rate
-----------------------------

Equals the Adjusted Price
---------------------------

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Matt McCaw, Austin Water, Water Quality Protection Lands

3621 FM 620 South

Austin, TX 78738

Phone: (512) 972-1672

e-mail: matt.mccaw@austintexas.gov

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

**NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).**

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes <i>See proposal</i>	No

**SUBCONTRACTOR(S):**

*NA*

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): *NA*

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

**SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**  
**summittforests@gmail.com**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name

SEE ATTACHED PROPOSAL

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

2. Company's Name

SEE ATTACHED PROPOSAL

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

3. Company's Name

SEE ATTACHED PROPOSAL

Name and Title of Contact \_\_\_\_\_

Project Name \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.



The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

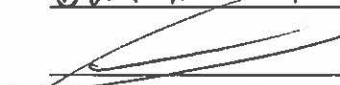
**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5<sup>TH</sup> day of MARCH, 2019

CONTRACTOR  
Authorized  
Signature

Title

SWITNELSON  
Bummitt Foletts  
  
President

**Section 0815: Living Wages Contractor Certification**

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
SEE ATTACHED LIST IN PROPOSAL				

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: **SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**  
**summittforests@gmail.com**

Signature of Officer  
or Authorized  
Representative:

Date:

3/5/19

Printed Name:

Scott Nelson

Title

President

**Section 0835: Non-Resident Bidder Provisions**

**SUMMITT FORESTS, INC.**  
2305 ASHLAND ST STE C PMB 432  
ASHLAND, OR 97520  
(541) 635-8920  
summittforests@gmail.com

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: NON-RESIDENT

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: no Which State: OREGON

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	

**Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

**INSTRUCTIONS:** Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

**Instructions:** Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

**Instructions:** Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

**GOOD FAITH EFFORTS CHECK LIST –**

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or [SMBRComplianceDocuments@austintexas.gov](mailto:SMBRComplianceDocuments@austintexas.gov)) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200-DCM1001

SOLICITATION TITLE: Juniper Cutting Services at the Water Quality Protection Lands

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

\_\_\_\_\_  
Reviewing Counselor

\_\_\_\_\_  
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

\_\_\_\_\_  
Director/Assistant Director or Designee

\_\_\_\_\_  
Date

**JUNIPER CUTTING SERVICES AT THE WATER QUALITY PROTECTION LANDS  
EQUIPMENT LIST  
ATTACHMENT B**

[illegible]



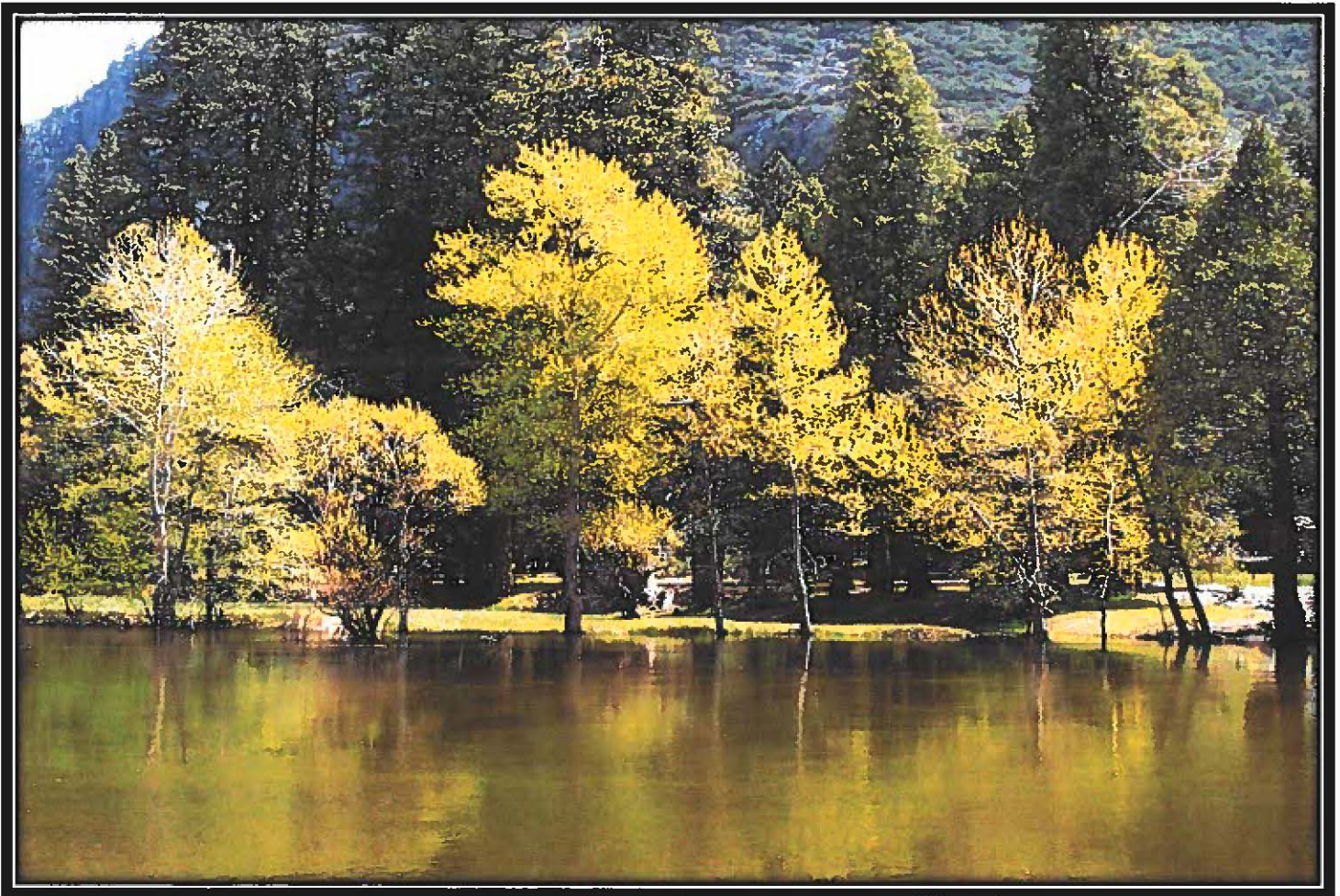
# TECHNICAL PROPOSAL



2305 ASHLAND STREET, SUITE C, PMB 432  
ASHLAND, OREGON 97520 – SCOTT NELSON, PRESIDENT  
541-535-8920, Fax 541-535-9970, [summittforests@gmail.com](mailto:summittforests@gmail.com)

SUBMITTED TO:  
CITY OF AUSTIN  
PO BOX 1088  
AUSTIN, TX 78767

WATER QUALITY PROTECTION LANDS JUNIPER  
#2200-DCM1001  
MARCH 5, 2019



## Work Plan

Summitt will supply one crew of 10 to 15 people to complete this work. Our crews normally work 6 to 9 hours per day, 5 to 6 days per week with Sunday off. The intent is for crew members to work approximately 40 hours per week. The actual time of day the work will proceed will be dependent on weather conditions. The crew will be supplied with a transport van, utility trailer, chainsaws to perform cutting, and other necessary fire equipment and safety supplies to complete the work.

The crew will cut all live Juniper trees up to 4, 6 or 8 inches DBH (unit dependent) using chainsaws and loppers to within 2 inches of the ground and will remove all live limbs from the cut stump. Slash will be scattered so that it lies within 24 inches of the ground. Slash will be pulled back the prescribed distances from boundaries, roads or streams.

We estimate that the crew will complete approximately 25 to 50 acres per day, dependent on the variable conditions at each site, thus completing the project in about 30 to 50 crew work days. Summitt will contact the area representative after award to determine a mutually agreeable starting date, which is likely to be in mid-October 2019, due to our H2B permit restrictions and as weather and fire conditions allow.

### Quality Control - Quadrants

In addition to visually inspecting the work, the foreman or other inspector will take random plots to determine the quality of the crews work. The purpose of the plots are to control quality, they will be taken directly behind the crew as they are working so that the foreman may make changes to the work as it is in progress. The inspector/foreman will communicate directly with the crew. When excessive defects are found the area will be reworked and crew performance will be changed to meet the standards, or those individuals responsible for the defective work will be suspended from working.

The foreman or additional inspector will inspect the project by putting in 1/20<sup>th</sup> acre plots, at a rate of one plot per every 5 acres of unit size. If required, each plot will be marked by flagging in the center with the date and plot number. The plot will be observed to determine if all of the contract specifications are being met. Items examined will include but are not limited to; missed trees, cut wrong tree, bucking, lopping, cleared roads, slash placement and slash depth. Any defects found will be recorded on a simple inspection form as shown in the example below. Each plot will be divided into 4 quadrants, each quadrant will be pass or fail due to defects in the quadrant. Plots will be totaled for the unit.

Plots	# quadrants to treat	# quadrants acceptable	#defects	defect
3	12	11	1	missed tree

The quality percentage will be calculated by taking the total number of quadrants acceptable divided by the total quadrants to be treated for the entire unit. The above example would be calculated as : 11 divided by 12 would equal 92%. If the quality of work falls below 90% then rework for the affected area will be ordered. If Required, plot records will be turned in to the government after completion of each unit.



## **Company Overview**

Summitt Forests Inc. is wholly owned by Scott Nelson and has been operating as a Corporation under the state laws of California since its inception January 1, 1983. Summitt has completed more than 3000 Federal agency contracts, 2500 of which have been directly related to the forestry and reforestation field. All have been completed successfully.

Summitt's key people have numerous years of experience with all types of hand, and light mechanical forestry applications. Below in the personnel section, we have listed each person and their years of experience in the industry. Our primary business target over the past 30 years has been to supply forestry services to various government agencies and private timber companies. We complete hundreds of contracts each year that involve forest health improvement, these include fuels reduction, slash piling, chipping, pre-commercial thinning, tree planting, plantation maintenance, animal damage control, mastication, small tree removal, pruning, pile burning, firefighting, herbicide and pesticide applications, along with many other types of projects. Much of the work has been within urban interface settings, much has been in forest settings. A large portion of our contracts are with the government, completing millions of dollars of contracts each year for those agencies. With our experienced crew leaders, managers, and 100 to 200 workers, Summitt will be able to complete any project presented within most any time frame. Summitt operates over 10 forestry crews during the majority of each year and as such would be more than adequate to complete most any demanding project.

## **Management**

Summitt's chain of command follows standard business lines. **Scott Nelson**, Owner-President is responsible for bidding, record keeping, negotiating, and generally oversees the entire contract operation. Scott Nelson has over 30 years of experience operating a forestry contracting company. He has several years of college where he studied business administration. His entire time and effort has gone into creating a vibrant and successful company that employs over 150 people. Scott is responsible for all aspects of the business, but specifically handles all of the bidding and crew organization.

**Dinah Walker** is the office manager who oversees housing, insurance, accounting, invoicing, procurement, payroll, and various registration requirements. Dinah oversees an office staff of 4 people to complete the functionality of all office requirements.

**Trev Pelzer and Barry Ledbetter** are the organizational managers who assist with crew planning, crew dispatch, safety training and management. Trev has been in leadership and personnel management positions for over 17 years prior to joining Summitt. He is the main point of contact with regard to the planning and execution of contracts. Barry Ledbetter has been involved in firefighting and burning for over 20 years and oversees our fire and fuels management. Barry's background includes 12 years of experience with USFS hand and engine crews. Barry heads up H2B permits, safety records and training.

**Celestino Rodriguez** is the personnel supervisor and safety manager whose responsibilities include estimation, personnel, and safety. Celestino is a certified instructor for CPR and first aid training. Celestino organizes and instructs safety classes and works with all employees with regards to our Safety plan.

**Perfecto Ledesma, Bacilio Blanco, and Ron Schmelzer** are the Managers for the on-ground administration of the contracts. Their responsibilities include overseeing crew foreman, record keeping, organization of the work force, estimating, and implementation of the contracts.

**David Cyphers** is our chief forester after many years as a consultant. Dave has over 30 years of field experience and is in charge of our professional forestry services, including timber appraisal, GPS collection and mapping, timber sale management, and forest inventory contracts.

## Principal Employees

Primary Office Staff	MSPA#	Title and Years of Experience	
Scott Nelson	E-09-741424-H-19-R	Owner/President	30+
Dinah Walker		Office and Systems Manager	20+
Trev Pelzer		Forestry Dispatch/Manager	2/17
Barry Ledbetter	E-09-861424-L-19-R	Forestry/Fire/Manager	15/22/10
Celestino Rodriguez	E-09-905258-H-19-R	Forestry/Manager/Safety	25+/18/18

### Field Managers

Perfecto Ledesma	E-09-216641-H-19-R	Foreman/Manager	25/15
Bacilio Blanco	E-09-140866-H-19-R	Foreman/Manager	15/3
Ron Schmelzer	E-09-626001-H-19-R	Mechanical/Manager	28/10
David Cyphers		Chief Professional Forester	30+

### Field Supervisors / Inspectors

Alvaro Ledesma	E-09-351320-H-19-R	Foreman/Inspector	15+
Mario Cortes	E-09-977864-H-19-I	Foreman/Inspector	15+
David Verdusco	E-09-224027-H-19-R	Foreman/Inspector	11
Enrique Garcia		Foreman/Inspector	11
Angel Esteban	E-09-993504-L-19-R	Foreman/Inspector	4
Jose Blanco	E-09-438589-H-19-R	Foreman/Inspector	4
Eleazar Cortes		Foreman/Inspector	2/4
Faustino Cortes		Foreman/Inspector	2/2
Cristobel Ayala		Foreman/Mechanical	2/2
Santos Cortes	E-09-408225-H-19-R	Inspector	10+
Enrique Padilla	E-09-273583-H-19-R	Foreman/Applicator	20+
Hector Salazar	E-09-969181-H-19-R	Foreman/Applicator	20+

### Field Supervisors

The most important people in the company are our Field Supervisors. All Field Supervisors are conversant in the English language, have inspection experience, and have numerous years of experience as laborers in the forestry industry. They have been supervisors of crews for the time periods listed. Their responsibilities include, record keeping, transportation of workers, layout and organization of the work force, and implementation of the contract. They maintain proper work and hourly records, and ensure that all prescriptions are accomplished in a prompt, safe and professional manner. All Foremen have been trained in first aid procedures, and are registered as required with the Migrant Worker Protection Act. The Field supervisor assigned to a contract will be the on site manager for the project.

## **2019 Equipment, Owned**

**Note: All equipment is well maintained and in good/great condition**

### **Forestry Equipment**

A fleet (15+) of Late Model Passenger Vans (2007-2018)	100 - Shovels
A fleet (20+) of 4X4 Chev and Toyota Pickup Trucks	200 - Chain Saws
2006 GMC two ton truck	200 - Various Scalping Tools
2008 Chev 3500 4x4 batch truck	400 - Planting tools and bags
2003 GMC 4x4 batch truck	200 - Pruning Saws and Loppers
2005 Ford F550 4x4 batch truck	50 - Planting Augers
GMC Topkick 4x4 batch truck	100 - Gopher Probes
2 -1400 gallon water trailers	200 - Gopher Traps
1-500, 1-600 gallon water trailers	Hundreds of Hand Tools
10 - Insulated Tree Trailers	15 - Large ATV's

### **Mechanical Equipment**

2017 Tiger Cat M726 E with Horizontal Mastication Head and Rubber Tires.  
2018 ASV RT 120 Skid-steer with Grapple and Mastication head  
2005 Bandit 250 HP Chipper 18" with Grapple, Tow Behind  
2007 Bandit 140 HP Chipper 15", Tow Behind  
2012 Bandit 440 HP Tracked 20" Chipper with Grapple, Ground Pressure 6.3 PSI  
2006 FMC K5500 Chip Truck  
2018 Yanmar Tracked Dump C50R  
1990 John Deer 550 G Dozer  
1990 Water Truck 2500 Gallons  
2009 21 Foot Boat, Seats 10, 70 HP  
3-Equipment Trailers 40, 8 and 7 Ton  
2 - 7X14 Dump Trailers

### **Fire Fighting and Burning Equipment**

2- Fire Engines, Type 6 and Type 4, 300 gallons ea.  
300 - Fire Fighting Hand Tools  
2 - 1500 Gal Snap Tanks  
2500 Gallon Water Tender meets the R-6 tender requirements, with a qualified driver.  
Our fire engines have pumps hoses and reels.  
All the necessary Tools, Clothing, PPE and Equipment to outfit 2-20 person Firefighting crews.  
Many Additional Specialty Fire and Burning Tools & Equipment.

## Forestry Safety Plan

- **Responsibility**

Safety Manager

Injury and Safety Coordinator

Supervisors for the Project

President

Celestino Rodriguez

Barry Ledbetter

As listed for Company Representatives for the Job

Scott Nelson

- **Personal Protective Equipment**

For this project, general laborers or while operating mechanical equipment, workers will have a hardhat, gloves, boots, and if needed eye and ear protection. If using a chainsaw each person will have a hardhat, gloves, boots, chaps, ear and eye protection. Each crew has a cellular and satellite telephones for communication and emergency use.

- **Safety Meetings**

Summitt will conduct safety meetings prior to work beginning on the project, each Monday, or when a new crew member is added. Each member of the crew will be involved in a discussion of the potential dangers involved in the work. At each site the foreman will make a visual assessment of the unit and will inform the crew of special circumstances within the area and to be extra alert with those dangers in mind.

- **Walk in Safety Plan and Procedures**

Crews will have a cell phone, a satellite phone, and a GPS with emergency locator with them when on walk in projects. When away from vehicle accessible areas, the foreman will visually locate potential landing sites for a helicopter that are as close as possible to the work area. GPS coordinates can be used and sent to emergency services if needed. The crew will also have with them a basic first aid kit to be used for non-life threatening injuries. The vehicle will have a stretcher and more first aid materials which can be retrieved if needed. The foreman and at least one other crew member will be capable of using the phones or GPS locator devices. When working in these situations the crew will be instructed to have a heightened awareness to potential dangers and to use extreme caution while working.

- **Driver Training and Vehicle Maintenance**

It is important for drivers to be well trained and take the task of driving seriously. We want to emphasize to all drivers the risk they assume when they are transporting workers. Proper safety and knowledge of one's vehicle can not only save the company money but can save heartache and injury. All drivers are required to have a safe driving record and valid driver's license. Drivers who transport workers are required to have a MSPA certification. Drivers are instructed to contact the police and emergency services in case of an accident and to notify the office as soon as possible.

- **Spill Plan**

Summitt Forests is committed to safe and secure transportation and use of gasoline, oil, diesel, and pesticides in all locations of work. Commercial Spill Kits or Spill kits containing; 25 pounds of litter, two 30 gallon garbage bags with ties, broom, dust pan, square shovel, and round shovel will be present at each storage area. Action will be taken to safely contain the spill and prevent it from flowing into streams, lakes or other wet areas. We will keep the contamination to a minimum and will remove all contaminated dirt or other items to be disposed of properly. The land owner will be notified immediately in the case of a spill. A HAZMAT team will be contacted, or the National Response Center at 1-800-424-8802, and to OERS at 1-800-452-0311.



- **Trails and Road Signs**

Where work is occurring near or on roads or trails that involves tree falling, mastication or other hazardous work, signs will be placed at each end of the work area to warn of the work taking place. In addition, where there is high public traffic on roadways, flaggers will be used.

- **Identifying Hazards**

The supervisor for each project will be responsible for evaluating the jobsite to ensure the safety of the crew, and to make sure that proper techniques for safe practices are being employed by all workers.

- **Injuries, Accident Investigation, and Correction**

At the job site, the supervisor will be responsible for immediate care to the injured worker, by applying first aid when necessary, transporting the worker to evacuation locations, or directly to medical facilities. The safety manager is to be informed as soon as possible after an accident. He will then go to the location and interview other workers and witnesses, will conduct a survey of the scene, and fill out accident forms to be turned into the insurance carrier. He will assess if the accident was preventable, and if so, will discuss with the supervisor and the crew measures what actions should be taken in the future to avoid additional accidents. A meeting will be held with all supervisors and managers each year to discuss all accidents and what can be done to lower the incidence of work related injuries.

- **Safety Training and Records**

Crew members all are required to go through our pre-employment safety and job training prior to being deployed to any contract. These classes include chainsaw use and safety for those who will be using chainsaws, herbicide safety for those involved in herbicide applications, general OSHA requirements, alcohol and drug policy, wage rates and wage notifications, MSPA regulations, sexual harassment, housing policy and general behavior required as an employee of Summitt Forests Inc. At safety meetings all employees will be instructed on basic first aid, proper lifting techniques and various methods of safe operation of the equipment involved in the project.

- **Local Medical Centers**

When projects are issued, the crew foreman will be given a safety plan that will include a list of medical centers, with phone numbers and address, which are closest to access from the work location.

**Summitt has a complete safety plan for review upon request.**

## **Benefit to Local Community**

Summitt's current workforce resides in the Southern Oregon area, are migrant, or are H2B permitted personnel. Summitt will use employees currently on our crews to complete work under this contract. In addition, if local qualified workers or subcontractors make themselves available who are competent and experienced, then Summitt may make use of them on the project. Any newly hired workers will be required to come to our office and go through safety and basic job training and e-verification prior to beginning work. Newly hired employees will need to have similar experience to those currently working on our crews. Training will be provided in house at our office, and on the ground at the job site by our personnel.

While working on this contract Summitt will be using local motels for housing our personnel thus providing significant funds to those local establishments. Summitt will be purchasing fuel from local fuel suppliers (bio-based when available), parts and chainsaw repair from local shops, along with miscellaneous supplies such as oil (bio-based when available), plastic or paper for covering piles, files, chains and other needed materials. The crew members will be buying food from local stores and markets, providing moderate funds to those stores, as well as using local establishments to provide entertainment. Products, if any, derived from a project, such as firewood, posts or poles, will be supplied to local vendors where a market exists. All of these expenses or products will provide funds that are transferred back into the communities where the work is taking place.

## References, and Past Performance

### Juniper Contract References

Listed here is a short selection of recent juniper treatment contracts completed by Summitt Forests, Inc. You may contact the representatives listed as references.

1. 560 1900000127                      \$111,104.00                      State of Utah                      2018  
Summitt Forests, Inc. treated 3,509 acres of juniper lop and scatter for the Fremont River Ranger District. All contract requirements were satisfied within allotted time frame. Alvaro Ledesma and his crew represented Summitt and managed operations on this project. Kendall Bagley was the representative and can be reached at (435)633-5522 or by email at [kendallbagley@utah.gov](mailto:kendallbagley@utah.gov)
2. 560 1900000124 and 080                      \$118,114.20                      State of Utah                      2018  
Summitt Forests, Inc. completed 2 juniper treatment contracts, 4,121 acres, for the Cedar City Field Office. All contract requirements were satisfied within allotted time frame. Alvaro Ledesma represented Summitt. Stan Gurley was the contract representative, he may be reached at (530)590-5690 or by email at [stangurley@utah.gov](mailto:stangurley@utah.gov) and Curtis Roundy may be reached at (435)868-8854 or by email at [curtisroundy@utah.gov](mailto:curtisroundy@utah.gov)
3. 140L2618C0009/0008                      \$393,045.00                      Idaho BLM                      2018  
Summitt Forests, Inc. completed 2 contracts, 3,609 acres of juniper treatment for the Owyhee Field Office. All contract requirements were satisfied within allotted time frame. Alvaro Ledesma and his crew represented Summitt. Ben Sitz may be reached at (435)680-8497 or by email at (208)384-3387 or by email at [bsitz@blm.gov](mailto:bsitz@blm.gov)
4. L17PD00536                      \$302,753.93                      Idaho BLM                      2017  
Summitt Forests, Inc. completed 4,295 acres of juniper lop and scatter for the Boise District Office. All contract requirements were satisfied within allotted time frame. Alvaro Ledesma represented Summitt. Ben Sitz was project representative and may be reached at (208)384-3387 or by email at [bsitz@blm.gov](mailto:bsitz@blm.gov)
5. 560 18000000044                      \$127,394.61                      State of Utah                      2017  
Summitt Forests, Inc. completed 1,097 acres of juniper treatment for the Vernal Field Office. All contract requirements were satisfied within allotted time frame. Alvaro Ledesma represented Summitt. Tory Mathis was the representative for the contract and may be reached at (435)790-1715 or by email at [torymathis@utah.gov](mailto:torymathis@utah.gov)

### Reference Spreadsheets

Summitt has a multitude of references that we can provide in the form of spreadsheets and evaluations. Our experience expands over a 30+ year history working primarily in the western part of the US. for the government and private land owners. We have included here spreadsheets covering similar contracts that we have completed in the last few years. The spreadsheets attached include the following information: The location, the forest, client contact, quantities and type of work, and other items.

All of Summitt's contracts have been successfully completed within the time given, and in most cases completed well in advance of the schedule. On a few occasions we may have asked for additional time due to weather conditions. Summitt has not had any defaulted contracts. We strive to provide top quality services, yet be as competitive as possible.

**Summitt Forests, Inc.**  
**Juniper Treatments 2017**

Contract #	Amount	Location	State	Forest	C.O./ Rep	Phone	Qty	Type	Summitt Rep.
AGFD16-113013	\$94,940.84	Seligman	AZ	State of AZ Game & Fish	Wade Albrecht	(928)853-0044	1365 ac.	Juniper Lop & Scatter	Alvaro Ledesma
AG-0261-D-17-0013	\$90,906.30	Bridgeport	CA	Humboldt Toiyabe NF	Steve Howell	(775)721-2064	2430 ac.	Juniper Lop & Scatter	Leobardo Cortes
Forest Fitness Sub-Middle Mesa	\$29,150.00	Pagosa Springs	CO	New Mexico	Jeremy Hanlon	(505)350-8426	110 ac.	Juniper Lop & Scatter	Jesus Mata
L17PD00176	\$18,036.72	Montrose	CO	BLM-CO	Rusty Stark	(970)309-4089	376 ac.	Juniper Lop & Scatter	Jose Blanco
Mule Deer Foundation-Pump GIch	\$10,518.75	Burns	CO	BLM-CO	Stan Baker	(435)259-0132	187 ac.	Juniper Lop & Scatter	Fabian Cortes
Mule Deer Foundation-Cedar Mtn	\$9,870.00	Rifle	CO	BLM-CO	Stan Baker	(435)259-0132	141 ac.	Juniper Lop & Scatter	Fabian Cortes
Pheasants Forever-Coe/Jim Sage	\$92,849.11	Malta	ID	Pheasants Forever	Connor White	(208)572-3380	1834 ac.	Juniper Lop & Scatter	Eleazar Cortes
State of ID #18-404	\$79,704.00	Grandview	ID	State of Idaho	AJ Mondor	(208)334-3488	900 ac.	Juniper Lop & Scatter	Rodrigo Garcia
L17PD00689	\$20,976.00	Townsend	MT	BLM-MT	Brandy Janzen	(406)533-7632	79 ac.	Russian Olive/PJ removal	Jose Blanco
Forest Fitness 3 subcontracts	\$319,518.00	Reserve, Datil, Bloomfield	NM	New Mexico	Jeremy Hanlon	(505)350-8426	1866 ac.	Juniper Lop & Scatter	A Ledesma, F Corets, Mata
Los Arboles Sub-Oswald	\$20,400.00	Las Vegas	NM	New Mexico	Jaime Villegas	(505)867-5628	68 ac.	Juniper Lop & Scatter	Enrique Garcia
53900-0000008570	\$12,190.40	Bluewater Village	NM	State of NM	Megan Boatright	(505)827-1245	230 ac.	Juniper Lop & Scatter	Enrique Garcia
L17PX00843	\$144,787.00	Ely	NV	BLM-NV	Rob Frisk	(775)289-1908	2021 ac.	Juniper Lop & Scatter	Rodrigo Garcia
L17PX01689	\$124,391.00	Ely	NV	BLM-NV	Matt Rajala	(775)289-1821	1045 ac.	Juniper Lop & Scatter	Rodrigo Garcia
L17PX01687	\$105,192.57	Battle Mtn	NV	BLM-NV	Vaughn Cork	(775)635-4118	2001 ac.	Juniper Lop & Scatter	Faustino Cortes
AG-0261-D-17-0050	\$100,013.34	Ely	NV	Humboldt Toiyabe NF	Justin Rozich	(775)289-5127	2114 ac.	Juniper Lop & Scatter	Alvaro Ledesma
St. of NV#17-68	\$67,683.00	Gardnerville	NV	Nev. Dept of Wildlife	Mark Freese	(775)688-1145	1155 ac.	Juniper Lop & Scatter	Rodrigo Garcia
PO#56018000000064	\$320,731.35	Fremont	UT	State of Utah	Kendall Bagley	(435)633-5522	7965 ac.	Juniper Lop & Scatter	Angel Esteban
L17PD00579	\$228,955.74	Vernal	UT	BLM-UT	Hank Barela	(435)781-2769	4021 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#56017000000091	\$162,853.96	Vernal	UT	Ashley NF	Dave Olsen	(435)781-5181	605 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#56010000000087	\$150,264.90	Snowville	UT	State of UT	Nathan Long	(801)678-6469	1791 ac.	Juniper Lop & Scatter	Luis Cortes
PO#560180000000160	\$137,117.64	Cedar City	UT	State of Utah	Curtis Roundy	(435)868-8854	3812 ac.	Juniper Lop & Scatter	Jose Blanco
PO#56018540000000020	\$127,394.61	Vernal	UT	State of Utah	Tory Mathis	(435)790-1715	1097 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#560185400000000018	\$84,476.00	Fruitland	UT	State of Utah	Tory Mathis	(435)790-1715	1400 ac.	Juniper Lop & Scatter	Armando Bucio
PO#560170000000000215	\$80,079.89	Modena	UT	State of Utah	Curtis Roundy	(435)868-8854	1307 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#560170000000255	\$66,160.36	Marysville	UT	State of Utah	Kendall Bagley	(435)633-5522	675 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#560180000000153	\$59,147.76	Cedar City	UT	State of Utah	Curtis Roundy	(435)868-8854	1292 ac.	Juniper Lop & Scatter	Jose Blanco
Wildrose#1	\$50,564.50	Rosette	UT	Utah	Shane Swenson	(208)760-9391	1050 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#5601800000000077	\$50,149.12	Tooele	UT	State of Utah	Boyd White	(385)245-0906	675.5 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#560180000000071	\$41,568.00	Lapoint	UT	State of Utah	Tory Mathis	(435)790-1715	1200ac.	Juniper Lop & Scatter	Armando Bucio
AG-84N8-D-17-0016	\$39,138.00	Spanish Fork	UT	Uinta-Wasatch-Cashe NF	Sandi Imlay	(385)539-3259	1659 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#56018000000000177	\$38,371.64	Cedar City	UT	State of Utah	Curtis Roundy	(435)868-8854	551 ac.	Juniper Lop & Scatter	Jose Blanco
AG-84N8-D-17-0015	\$32,715.00	Spanish Fork	UT	Uinta-Wasatch-Cashe NF	Darren Turner	(801)975-3443	510 ac.	Juniper Lop & Scatter	Alvaro Ledesma
PO#560185400000000012	\$32,573.52	Vernal	UT	State of Utah	Tory Mathis	(435)790-1715	843 ac.	Juniper Lop & Scatter	Vicente Ibarra
Wildrose#2	\$23,657.39	Rosette	UT	Utah	Shane Swenson	(208)760-9391	840 ac.	Juniper Lop & Scatter	Alvaro Ledesma
AG-02NV-D-17-0010	\$18,870.00	Duchesne	UT	Ashley NF	Josh Easter	(801)518-0204	500 ac.	Juniper Lop & Scatter	Leobardo Cortes
PO#560185400000000001	\$18,212.04	Vernal	UT	State of Utah	Tory Mathis	(435)790-1715	511 ac.	Juniper Lop & Scatter	Leobardo Cortes
PO#5601700000000233	\$17,892.00	Springville	UT	State of Utah	Robby Edgel	(435)650-7058	300 ac.	Juniper Lop & Scatter	Alvaro Ledesma
Lawrence Sub	\$6,144.00	Tooele	UT	Private	Larry Lawrence	(801)420-9100	74 ac.	Juniper Lop & Scatter	Vicente Ibarra
PO#5601753000000765	\$4,723.92	Park Valley	UT	State of Utah	Boyd White	(385)245-0906	108 ac.	Juniper Lop & Scatter	Alvaro Ledesma
L17PX00857	\$27,847.40	Lovell	WY	BLM-WY	Tim Hass	(307)578-5938	37 ac.	Juniper Removal	Leobardo Cortes
L17PX00847	\$25,740.80	Lander	WY	BLM-WY	Tim Kramer	(307)332-8431	320 ac.	Juniper Lop & Scatter	Jesus Mata

**Summitt Forests Inc.**  
**Juniper Treatments 2016**

Contract #	Amount	Location	State	Forest	District	C.O./ Rep	Phone	Qty	Type	Summitt Rep.
AGFD16-126209	\$ 116,290	Seligman	AZ	AZ Game & Fish	Region III	Wade Albrecht	(928)853-0044	1750 ac.	Juniper Lop/Scatter	Alvaro Ledesma
AGFD17-152317	\$ 89,000	Seligman	AZ	AZ Game & Fish	Region III	Wade Albrecht	(928)853-0044	1300 ac.	Juniper Lop/Scatter	David Verduco
AGFD14-060775:1	\$ 55,650	Prescott Valley	AZ	AZ Game & Fish	Region VI	Dana Warnecke	(480)324-3547	96 ac.	Juniper Thin/Pile	Alvaro Ledesma
AGFD16-130021	\$ 41,200	Prescott Valley	AZ	AZ Game & Fish	Region VI	Dana Warnecke	(480)324-3547	64 ac.	Juniper Thin/Pile	Alvaro Ledesma
L14PX01963	\$ 112,152	Alturas	CA	BLM-CA	Alturas FO	Peter Hall	((530)233-7928	721 ac.	Juniper Lop/Scatter	Fabian Cortes
AG-0261-D-16-0049	\$ 80,133	Bridgeport	CA	Humboldt/Toiyabe	Carson RD	Steve Howell	(775)721-2064	1281 ac.	Juniper Lop/Scatter	Leo Cortes
Private>Uncom	\$ 27,521	Olathe	CO	BLM-CO	Uncompahgre	Bryan Yeager	(970)209-6973	324ac.	Juniper Lop/Scatter	Leo Cortes
Private>Uncom	\$ 13,870	Montrose	CO	BLM-CO	Montrose FO	Ken Holsinger	(970)240-5389	95 ac.	Juniper Lop/Scatter	Leo Cortes
L16PD01202	\$ 30,322	Grand Junction	CP	BLM-CO	Grand Jct. FO	Jeff Phillips	(970)244-3040	271 ac.	Juniper Lop/Scatter	Jose Blanco
L16PX01775	\$ 27,550	Pocatello	ID	BLM-ID	Pocatello FO	Michelle Mavor	(208)478-6342	95 ac.	Juniper Lop/Scatter	Jose Blanco
L15PD00793	\$ 92,750	Roy	MT	BLM-MT	Lewistown FO	Josh Barta	(406)538-1971	2293 ac.	Juniper Lop/Scatter	Vicente Ibarra
State of Nevada NDOW	\$ 591,396	Elko	NV	State of NV	Eastern Region	Steve Foree	(775)777-2306	6708 ac.	Juniper Lop/Scatter	Alvaro Ledesma
#1995	\$ 213,800	Carson City	NV	State of NV	Carson City BLM	Tim Roide	(775)885-6185	493 ac.	Juniper Lop/Scatter	A Ledesma/B Blanco
State of Nevada NDOW	\$ 114,384	Elko	NV	State of NV	Eastern Region	Steve Foree	(775)777-2306	3500 ac.	Juniper Lop/Scatter	Bacilio Blanco
AG-0261-D-15-0071	\$ 42,801	Ely	NV	Humboldt/Toiyabe	Ely RD	Justin Rozich	(775)289-5127	568 ac.	Juniper Lop/Scatter	BBlanco/A Ledesma
Private>White Pine Co.	\$ 4,529	Ely	NV	Private	White Pine Co	Ben Bolton	(775)461-6469	49 ac.	Juniper Lop/Scatter	Joel Hernandez
L16PC00073	\$ 309,064	Jordan Valley	OR	BLM-ID	Owyhee FO	Ben Sitz	(208)384-3387	5350ac.	Juniper Lop/Scatter	Alvaro Ledesma
L16PD00415	\$ 249,464	Vale	OR	BLM-OR	Vale District	Scott English	(541)523-1427	3910 ac.	Juniper Lop/Scatter	Alvaro Ledesma
L16PD00274	\$ 199,221	Vale	OR	BLM-OR	Vale District	Justin Robinson	(541)473-6306	5100 ac.	Juniper Lop/Scatter	Alvaro Ledesma
Several Contracts	\$ 446,856	Vernal	UT	State of Utah	Vernal	Tory Mathis	(435)790-1715	8704 ac.	Juniper Lop/Scatter	A Ledesma/F Cortes
										Esteban/J Blanco
AG-84N8-D-16-0066	\$ 167,275	Hatch	UT	Dixie NF	Cedar City RD	Eric Eastep	(435)865-3278	544 ac.	Juniper Lop/Scatter	D Verduco/F Cortes
Several Contracts	\$ 121,193	Price	UT	State of Utah	Price	Nicole Nielson	(435)820-0687	831 ac	Juniper Lop/Scatter	F /Cortes/Hernandez
PO560170000000000047	\$ 114,457	Vernon	UT	State of Utah	Vernon	Boyd White	(801)712-9253	2390 ac.	Juniper Lop/Scatter	David Verduco
Private>Johnson Lnd	\$ 93,749	Tooele	UT	Private	Johnson Lands	Ed Johnson	(435)830-1618	1780 ac.	Juniper Lop/Scatter	Alvaro Ledesma
PO560 170 0000083	\$ 82,931	Richfield	UT	State of Utah	Richfield	Kendall Bageley	(435)633-5522	3030 ac.	Juniper Lop/Scatter	Alvaro Ledesma
PO560650000000000194	\$ 36,614	Vernon	UT	State of Utah	Vernon	Alison Whittaker	(801)491-5653	1000 ac.	Juniper Lop/Scatter	Fabian Cortes
PO560170000000000058	\$ 35,505	Tooele	UT	State of Utah	Tooele	Boyd White	(801)712-9253	576ac.	Juniper Lop/Scatter	Joel Hernandez
PO56017000000000094	\$ 34,517	Woodruff	UT	State of Utah	Woodruff	Nathan Long	(801)378-6469	1201ac.	Juniper Lop/Scatter	Joel Hernandez
PO560170000000000041	\$ 33,236	Vernon	UT	State of Utah	Vernon	Boyd White	(801)712-9253	600ac.	Juniper Lop/Scatter	Joel Hernandez
AG-84N8-D-16-0048	\$ 32,753	Fillmore	UT	Fishlake NF	Fillmore RD	Matt Vellinga	(435)896-1066	82ac.	Juniper Thin/Pile	Angel Esteban
Private>Gurney	\$ 28,356	Richfield	UT	Private	Gurney	Clint Wirick	(435)452-1856	638 ac.	Juniper Lop/Scatter	Alvaro Ledesma
PO560 170000000092	\$ 24,961	Richfield	UT	State of Utah	Richfield	Kendall Bageley	(435)633-5522	800 ac.	Juniper Lop/Scatter	Fabian Cortes
L16PD00649	\$ 15,997	Casper	WY	BLM-WY	Casper FO	Jim Wright	(307)261-7506	425ac.	Juniper Lop/Scatter	Jose Blanco
L16PD00651	\$ 14,629	Riverton	WY	BLM-WY	Lander FO	Tim Kramer	(307)332-8431	55 ac.	Juniper Lop/Scatter	Jose Mata



**Summitt Forests Inc.**  
**Juniper Treatments 2015**

Contract#	Amount	Location	State	Forest	District	C.O./ Rep	Phone	Qty	Work Type	Summitt Rep.
L14PX01963	\$20,056	Altura	CA	BLM-CA	Alturas FO	Peter Hall	((530)233-7928	468 ac.	Juniper Lop/Scatter	Hugo Rangel
Jefferson Con.Dist	\$21,736	Conifer	CO	Jefferson Cons. District		Garrett Stephens	(720)544-2870	26 ac.	Jnp. Lop/Scatter	Jose Mata
ThirtyNine North	\$11,456	Conifer	CO	Jefferson Cons. District	Pine Country Lane	Jerry Scarsella	(303)771-3126	52 ac.	Jnp. Lop/Scatter	Jose Mata
Pheasants>Cow Ck	\$68,546	Burley	ID	Pheasants Forever	Cow Creek	Scott Scroggie	(208)650-8443	120 ac.	Juniper Lop/Scatter	Alvaro Ledesma
Pheasants>Summit Ck	\$42,550	Burley	ID	Pheasants Forever	Summit Creek	Scott Scroggie	(208)650-8443	575 ac	Juniper Lop/Scatter	Alvaro Ledesma
Pheasants>East Hills	\$6,530	Burley	ID	Pheasants Forever	East Hills	Scott Scroggie	(208)650-8443	228 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
Pheasants>East Hills	\$136,103	Burley	ID	Pheasants Forever	East Hills	Connor White	(208)678-1225	780 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
State of NV#1995	\$396,671	Ely	NV	BLM-NV	Ely FO	Cody Coombs	(775)289-1854	5621 ac.	Juniper Lop/Scatter	Ledesma,Verdusco
Lincoln County#15-09	\$25,287	Ely	NV	Lincoln Co.		Cory Lytle	(775)962-8071	285 ac.	Jnp. Lop/Scatter	David Verdusco
#1995	\$213,780	Carson City	NV	State of NV	Carson City BLM-FO	Tim Roide	(775)885-6185	493 ac.	Jnp. Lop/Scatter	Ledesma, Blanco
AG-0261-D-15-0071	\$42,800	Ely	NV	Humboldt/Toiyabe NF	Ely RD	Justin Rozich	(775)289-5127	568 ac.	Jnp. Lop/Scatter	Ledesma, Blanco
L15PC00135	\$341,100	Jordan Valley	OR	BLM-ID	Owyhee FO	Jared Jablonski	(208)384-3468	3863 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
L13PD01298	\$114,321	Durkee	OR	BLM-OR	Vale FO	Justin Robinson	(541)473-6306	2472 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
L15PD00358	\$95,298	Durkee	OR	BLM-OR	Vale FO	Justin Robinson	(541)473-6306	995 ac.	Jnp. Lop/Scatter/Pile	Ledesma, Rangel
L15PD00436	\$93,822	Vale	OR	BLM-OR	Vale FO	Jason Simmon	(541)473-6338	2187 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
L15PD00363	\$32,960	Durkee	OR	BLM-OR	Vale FO	Justin Robinson	(541)473-6306	1490 ac.	Jnp. Lop/Scatter/Pile	Alvaro Ledesma
560650000000000000	\$275,360	Panguitch	UT	State of UT	Cedar City FO	Gary Bezzant	(435)691-2357	9768 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
Private>Wildrose#1	\$198,026	Snowville	UT	Private		Shane Swenson	(208)760-9391	3830 ac.	Jnp. Lop/Scatter	Ledesma, Blanco
560650000000000000	\$138,732	Kanab	UT	State of UT	Cedar City FO	Gary Bezzant	(435)691-2357	2833 ac.	Jnp. Lop/Scatter	Bacilio Blanco
Wildrose#2	\$125,569	Snowville	UT	Private		Shane Swenson	(208)760-9391	2914 ac.	Jnp. Lop/Scatter	Bacilio Blanco
560650000000000000	\$75,350	Park Valley	UT	State of UT	Ogden FO	Boyd white	(801)712-9253	1082 ac.	Jnp. Lop/Scatter	Bacilio Blanco
PO#56055W50000194	\$62,007	Vernon	UT	State of UT	Springville FO	Alison Whittaker	(801)491-5653	2092 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
560650000000000000	\$59,467	Cedar City	UT	State of Utah	Cedar City FO	Trail Kreitzer	(435)704-1713	1,623 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
560650000000000000	\$48,297	Ogden	UT	State of UT	Ogden FO	Nathan Long	(801)678-6469	488 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
Private>Giles sub	\$46,998	New Harmony	UT	Private		Jordan Giles	(435)579-3551	157 ac.	Jnp. Lop/Scatter/Pile	Alvaro Ledesma
Private>Garvin Sub	\$44,000	Beaver	UT	Private		John Garvin	(435)899-0681	176 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
AG-84N8-D-15-0094	\$42,167	Salina	UT	Fishlake NF	Richfield RD	Russ Ivie	(435)896-2332	904 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
56055W600000202	\$39,951	Richfield	UT	State of UT	Cedar City FO	Kendall Bagley	(435)633-5522	575 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
PO#56065000048	\$38,339	Vernal	UT	State of UT	Vernal FO	Tory Mathis	(435)790-1715	2355 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
L15PD00974	\$38,259	Richfield	UT	BLM-UT	Central UT FO	Matt Madariaga	(435)896-1593	351 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
560650000000000000	\$31,787	Newcastle	UT	State of UT	Cedar City FO	Gary Bezzant	(435)691-2357	1273 ac.	Jnp. Lop/Scatter	Bacilio Blanco
PO#56055W70000184	\$31,292	Green River	UT	State of UT	Price FO	Nicole Nielson	(435)820-0687	536 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
PO#56055W60000189	\$30,392	Fillmore	UT	State of UT	Cedar City FO	Kendall Bagley	(435)633-5522	232 ac.	Jnp. Lop/Scatter	Alvaro Ledesma
560650000000000000	\$28,652	Park Valley	UT	State of UT	Ogden FO	Nathan Long	(801)678-6469	782 ac.	Jnp. Lop/Scatter	Bacilio Blanco
Private>Alton Coal	\$13,759	Alton	UT	Private		Kirk Nicholes	(435)867-5331	59 ac.	Jnp. Lop/Scatter	Alvaro Ledesma

# PAST PERFORMANCE QUESTIONNAIRE

11/3/17

## I. Identification

- a. Contractor's Name: Summitt Forests, Inc.  
 b. Contract Number: AG-0261-D-16-0049  
 c. Program Title: EAST WALKER - HUMBOLDT TOIYABE NF  
 d. Contract Type: Firm Fixed Price X  
     Fixed Price Incentive \_\_\_\_\_  
     Cost Plus Award Fee \_\_\_\_\_  
     Cost Plus Incentive Fee \_\_\_\_\_  
     Other \_\_\_\_\_

e. Period of Performance: 9/1/16 - 11/30/17

f. Total Contract Dollar Value (as of this date): \$ 80,133

g. Total Number of Contractor Personnel (as of this date): 13

h. Brief Description of Contracted Item(s) or Service(s): 1,281 ACRES of

JUNIPER LOP & SCATTER WORK WAS COMPLETED IN 7 DAYS BY  
LEO CORTES + HIS CREW. ALL CONTRACT REQUIREMENTS WERE SATISFACTORILY MET.

2. Please respond to the following questions regarding the contractor's past performance. For all ratings, please provide a narrative explaining how the contractor either exceeded your requirement or how the contractor failed to meet your requirement. If the contractor had problems in a specific area, but you determined them to have not had an impact to the mission, please state as such in your narrative remarks.

a. How would you rate the contractor's overall performance in terms of quality, timeliness, professionalism, and courtesy?

- ☒ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Unknown

Narrative:

always on time with little to no issues  
providing good work

b. How would you rate the overall quality and reliability of the forestry services performed by the contractor?

- ☒ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Unknown

Narrative:

Always provide good quality work and  
timeliness

c. How would you rate the offeror's emphasis on customer satisfaction?

- ☐ Exceptional    ☒ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Unknown

Narrative:

open and ask questions up front and through  
contracts on their satisfaction

d. How would you rate the contractor's equipment used for Forestry - Fuels Management Service's?

- ☒ Exceptional    ☐ Very Good    ☐ Satisfactory    ☐ Marginal    ☐ Unsatisfactory    ☐ Unknown

Narrative:

They have up to date equipment limiting  
down time because of breakdowns

e. Please rate the contractor's effectiveness in managing and resolving problems.

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

no problems to resolve

f. Please rate the contractor's overall compliance with the Forestry – Fuels Management Services contract terms and conditions.

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

met all conditions

g. Delivery Schedule: How well did the contractor meet required schedule?

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

finished earlier than expected

h. How well did the contractor plan for and execute quality control?

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

i. How effective was the contractor in identifying and resolving problem areas?

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

j. How effective is the contractor's local management team and were they effective in hiring qualified and experienced employees?

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative:

well experienced crew leads

k. If applicable, did the contractor effectively manage the Small Business subcontracting plan?

☐ Yes (please explain)

☐ No (please explain)

Narrative:

l. If applicable, did the contractor successfully meet established Small Business subcontracting plan goals?

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: \_\_\_\_\_

m. If Small Business subcontracting goals were not met, did the contractor demonstrate a good faith effort to meet the projected goals as identified in the approved plan

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: \_\_\_\_\_

n. Based on your judgment of the contractor's performance, would you award the contractor another cultural resources inventory contract?

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: \_\_\_\_\_

o. What were the contractor's strong points, if any, and what did you like best about their performance?

Narrative: Ability to get work done ahead of schedule and with little oversight

p. What were the contractor's weak points, if any, and what did you like least about their performance?

Narrative: None

q. Please rate overall customer satisfaction with the contractor's performance.

☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: \_\_\_\_\_

3. The following information will help us track the responses received, as well as resolve whatever differences may arise between your perception of the contractor's performance and the contractor's perception of their performance.

a. Evaluator's Name: Steve Howell

b. Title: Fuels Specialist

c. Telephone Number: 775-721-2064

d. Organization, Office Symbol, and Address: USFS 1536 S. Carson St  
Carson City NV. 89701

e. Length of involvement in the contract: 90 days



# PAST PERFORMANCE QUESTIONNAIRE

4/11/17

## 1. Identification

- a. Contractor's Name: Summitt Forests, Inc.  
 b. Contract Number: STATE OF NEVADA NDOW  
 c. Program Title: OVERLAND PASS HABITAT - ST. OF NV  
 d. Contract Type: Firm Fixed Price X  
     Fixed Price Incentive \_\_\_\_\_  
     Cost Plus Award Fee \_\_\_\_\_  
     Cost Plus Incentive Fee \_\_\_\_\_  
     Other \_\_\_\_\_

- e. Period of Performance: 8/15/16 - 9/30/17  
 f. Total Contract Dollar Value (as of this date): \$ 591,396  
 g. Total Number of Contractor Personnel (as of this date): 13

h. Brief Description of Contracted Item(s) or Service(s): 6,708 acres of JUNIPER WOOD + SCATTER WAS COMPLETED IN 30 DAYS BY ALVARO LEDESMA + HIS CREW. ALL CONTRACT SPECS WERE SATISFACTORILY COMPLETED.

2. Please respond to the following questions regarding the contractor's past performance. For all ratings, please provide a narrative explaining how the contractor either exceeded your requirement or how the contractor failed to meet your requirement. If the contractor had problems in a specific area, but you determined them to have not had an impact to the mission, please state as such in your narrative remarks.

a. How would you rate the contractor's overall performance in terms of quality, timeliness, professionalism, and courtesy?

- ☐ Exceptional ☒ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: We had no issues with the performance. Summitt was quick to respond when we needed to refine the effort.

b. How would you rate the overall quality and reliability of the forestry services performed by the contractor?

- ☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: On multiple jobs including the Overland Pass thinning project Summitt has performed in an exceptional manner.

c. How would you rate the contractor's emphasis on customer satisfaction?

- ☐ Exceptional ☒ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: When issues have arisen Summitt crew leaders and management have adapted quickly to requests for change.

d. How would you rate the contractor's equipment used for Forestry - Fuel Management Services?

- ☐ Exceptional ☒ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: Summitt finishes the job quickly. Equipment appears to be top notch.

e. Please rate the contractor's effectiveness in managing and resolving problems.

☐Exceptional ☒Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: When issues have arisen Summit has responded in  
an quick and effective manner. The company has always  
accommodated the request for change.

f. Please rate the contractor's overall compliance with the Forestry - Fuels Management Services contract terms and conditions.

☐Exceptional ☒Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: Summit has never left a job without approval  
of the contracting agency representative.

g. Delivery Schedule: How well did the contractor meet required schedule?

☒Exceptional ☐Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: Even with high demand for services Summit has  
been quick to initiate work and quick to finish.

h. How well did the contractor plan for and execute quality control?

☐Exceptional ☒Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: Sometimes we have had trouble providing direction  
due to a language barrier but it has always been  
resolved to the government's satisfaction.

i. How effective was the contractor in identifying and resolving problem areas?

☐Exceptional ☒Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: As with most contract services the contracting  
entity has a role in initiating communication concerning  
problems, Summit has always responded to any concerns in  
a positive way.

j. How effective is the contractor's local management team and were they effective in hiring qualified and experienced employees?

☒Exceptional ☐Very Good ☐Satisfactory ☐Marginal ☐Unsatisfactory ☐Unknown

Narrative: All workers are exceptionally well trained and  
work hard and spend long hours to get the  
job done.

k. If applicable, did the contractor effectively manage the Small Business subcontracting plan?

☐ Yes (please explain)  
☐ No (please explain)

Narrative: N/A

l. If applicable, did the contractor successfully meet established Small Business subcontracting plan goals?

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: N/A

m. If Small Business subcontracting goals were not met, did the contractor demonstrate a good faith effort to meet the projected goals as identified in the approved plan

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: N/A

n. Based on your judgment of the contractor's performance, would you award the contractor another cultural resources inventory contract?

- ☐ Yes (please explain)  
☐ No (please explain)

Narrative: N/A

o. What were the contractor's strong points, if any, and what did you like best about their performance?

Narrative: Summitt is efficient and quick to complete the task. They respond to request for change and they are easy to work with.

p. What were the contractor's weak points, if any, and what did you like least about their performance?

Narrative: Havent recognized any weak points to date.

q. Please rate overall customer satisfaction with the contractor's performance.

- ☒ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory ☐ Unknown

Narrative: We have been extremely happy with all work Summitt has performed for the Nevada Dept. of Wildlife.

3. The following information will help us track the responses received, as well as resolve whatever differences may arise between your perception of the contractor's performance and the contractor's perception of their performance.

- a. Evaluator's Name: Steve Force  
b. Title: Supervising Habitat Biologist  
c. Telephone Number: 775.777.2306  
d. Organization, Office Symbol, and Address: Nevada Dept. of Wildlife  
60 Youth Center Road, Reno, NV 89801  
e. Length of involvement in the contract: \_\_\_\_\_

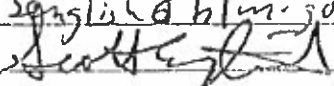
## PAST PERFORMANCE SURVEY QUESTIONNAIRE

The vendor / contractor who provided you this survey questionnaire is proposing on a contract for the National Park Service. Past Performance is a very important evaluation factor for this acquisition, so input from previous customers of the offeror is very important. We would greatly appreciate you taking the time to complete this survey. The information is to be provided directly to the National Park Service, Intermountain Region, Santa Fe Major Acquisition Buying Office (Santa Fe MABO). Please provide an honest assessment and immediately return to the e-mail or physical address provided below. If you have any questions, please contact Kelvin Smalls at the e-mail address or telephone number provided below. The NPS will use the information from this survey questionnaire to evaluate offerors competing for contract award. Please evaluate the contractor's performance in each of the ratings areas described below. For each ratings area, please provide an answer or select the rating that most closely describes your evaluation of the contractor's performance, by placing a check mark in the box next to or under it. Please provide written comments as needed to clarify / support each rating. If you wish, you may attach additional comments or information. Please complete and return this form as quickly as possible to the address provided below. Thank you in advance for your time, assistance and cooperation. Please e-mail the completed questionnaire to:

Kelvin J. Smalls, Contracting Specialist, SF-MABO, IMR

Email: [kelvin\\_smalls@nps.gov](mailto:kelvin_smalls@nps.gov)

Telephone: (505) 988-6083

Survey Questionnaire Completed By:	
Company / Agency / Organization	Vale BLM
Name / Title of Reference	Scott English Fuels Specialist
Telephone Number	541-523-1427
E-mail Address	senglish@blm.gov
Signature	

Contract / Project Information (To Be Completed by Offeror Requesting Completion of Survey Questionnaire)			
Contractor / Company Name	SUMMITT FORESTS, INC.		
Project Title	ROOSTER COMBS JUNIPER THIN, LOP + SCATTER / Pile.		
Contract Number	L16PD00396		
Complexity of Work			
Location of Work	BAKER CO. OREGON		
Role on Project (circle one)	<input checked="" type="radio"/> Prime	<input type="radio"/> Sub-contractor	<input type="radio"/> Mentor
Contract Amount	\$ 438,678		
Date of Award	5/4/2016		
Project Status	% Complete	Scheduled Completion Date	Actual Completion Date
	100%	5/2017	6/2016

## 1. QUALITY OF WORK / SERVICE

Evaluate vendor performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Vendor provided a product or service that complies with the contract requirements, specifications, and standards of quality. Vendor submitted accurate deliverables / reports. Vendor established & maintained a quality program ensuring the ongoing quality of all significant products and processes. Vendor utilized personnel that were appropriate to the effort performed.

<input checked="" type="checkbox"/>	Very Good
<input checked="" type="checkbox"/>	Good
<input type="checkbox"/>	Satisfactory
<input type="checkbox"/>	Marginal
<input type="checkbox"/>	Unsatisfactory

Remarks / Comments:

Some Left Sutter cutting had to be redone, these redone areas were done to good specifications,

## 2. TIMELINESS OF PERFORMANCE

To what extent were contract performance requirements met? Were the tasks required under this effort performed in a timely manner and in accordance with schedule performance standards; deliverables schedule; contract period of performance?

<input checked="" type="checkbox"/>	Completed Substantially Ahead of Schedule
<input type="checkbox"/>	Completed on Schedule with no Significant Time Delays
<input type="checkbox"/>	Completed on Schedule with Minor Delays Under Extenuating Circumstances
<input type="checkbox"/>	Routinely failed to Schedule Perform Requirements

Remarks / Comments:

### 3. DOCUMENTATION QUALITY

To what extent were reports, submittals and other required documentation accurate, complete, comprehensive, and provided in a timely manner?

<input type="checkbox"/>	Excellent Quality
<input checked="" type="checkbox"/>	Above Average Quality
<input type="checkbox"/>	Average Quality
<input type="checkbox"/>	Below Average Quality
<input type="checkbox"/>	Unsuccessful / Extensive Quality Problems

Remarks / Comments:

### 4. COORDINATION

How well were sub-contractors, consultants, suppliers, and / or the labor force managed and coordinated? Or, if firm was a sub-contractor, how well did they respond to coordination efforts and work with other subs? Were there any problems and, if so, how were they handled and resolved?

<input checked="" type="checkbox"/>	Excellent
<input type="checkbox"/>	Above Average
<input type="checkbox"/>	Average
<input type="checkbox"/>	Below Average
<input type="checkbox"/>	Unsuccessful

Remarks / Comments:

## 5. GENERAL MANAGEMENT PRACTICES

How appropriate and effective were the firm's general management and business practices? Consider such things as; did they provide quality, experienced managers and supervisors, technical and administrative personnel for the duration of the project; were appropriate personnel promptly available when needed, and responded in a prompt and acceptable manner to resolve problems, did they provide comprehensive, accurate price proposals, etc.

<input type="checkbox"/>	Excellent
<input checked="" type="checkbox"/>	Above Average
<input type="checkbox"/>	Average
<input type="checkbox"/>	Below Average
<input type="checkbox"/>	Unsuccessful

Remarks / Comments:

## 6. OVERALL SAFETY PROGRAM

How well did the contractor manage the contract / project as it relates to general safety? Discuss any safety issues that arose during the course of the project.

<input checked="" type="checkbox"/>	Excellent
<input type="checkbox"/>	Above Average
<input type="checkbox"/>	Average
<input type="checkbox"/>	Below Average
<input type="checkbox"/>	Unsuccessful
<input type="checkbox"/>	Not Applicable

Remarks / Comments:

Summit is a very safe contractor they don't take unnecessary chances to put crew members in unsafe situations.

## 7. BUDGET MANAGEMENT

How well did the contractor conform to the project budget? Did the contractor initiate unwarranted, unverifiable, change orders or change order requests, etc.?

<input type="checkbox"/>	Excellent
<input checked="" type="checkbox"/>	Above Average
<input type="checkbox"/>	Below Average
<input type="checkbox"/>	Unsuccessful

Remarks / Comments:

## 8. CLAIMS / LITIGATION

Was the contractor involved in any claims or litigation involving the contract / project?

<input checked="" type="checkbox"/>	Yes (If "Yes", please explain in remarks area below)
<input type="checkbox"/>	No

Remarks / Comments:



### 9. OVERALL CUSTOMER SATISFACTION

To what extent were the end users satisfied with Quality? Cost? Schedule?

	Quality	Cost	Schedule
Exceptionally Satisfied			X
Highly Satisfied	X	X	
Satisfied			
Somewhat Dissatisfied (please explain)			
Dissatisfied (please explain)			

Remarks / Comments:

### 10. YOUR RECCOMENDATION

If given the opportunity and the choice, would you work with this contractor again?

X	Yes
	No
	Not Sure

Remarks / Comments:

Very efficient Contractor, very easy to work with  
and always willing to do a good job

PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture, US Forest Service, Region 2, Western Zone. USFS is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

CONTRACT INFORMATION (Evaluated Contractor to complete this section)

Name of Applicant/Firm Being Evaluated:

SUMMITT FORESTS, INC.  
2305 ASHLAND ST STE C PMB 432  
ASHLAND, OR 97520  
(541) 535-8920

Work Performed as: ☒ Prime Contractor ☐ Subcontractor

Percent of Project Work Performed: 100%

Description of the Work Performed: Thin/lope & scatter on approx. 3900 ac in 2014  
760 ac to date in 2015

Contract No. #1995

Type of Contract: Open Bid

Project Title: Solid fuel treatment

Date of Award: 7/2/14

Contract Status: In progress (90% complete)

Location: Ely, NV

Initial Amount: 3941,677

Current Amount: In Progress (90% complete)

CLIENT INFORMATION (Client to complete this section)

Name of Client: STEVE FORCE

Company/Agency Name: Nevada Department of Wildlife

Address: 60 Youth Center Road, Elko, NV 89801

Phone Number: 775.777.2306

Email Address: sforce@ndow.org

Position/Title: Regional Habitat Supervisor

Signature: Steve Force

Date: 4/22/15

RATINGS (For agency use only - please provide additional information in the comments section)

1	Excellent	Exceeded expectations, exceeded the contract requirements
2	Very Good	Exceeded expectations, met requirements
3	Satisfactory	Met expectations, met requirements
4	Marginal	Exceeded expectations, met requirements
5	Unsatisfactory	Exceeded expectations, met requirements
6	Non-Factor	Exceeded expectations, met requirements

1. QUALITY:

4.5  
4.5  
4.5

Client Steve Fain

SOURCE SELECTION SENSITIVE WHEN COMPLETED  
 "NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS"

## PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture, US Forest Service, Region 3 - Western Zone Contracting is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

**CONTRACT INFORMATION (Evaluated Contractor to complete this section)**

Name and Address of Firm Being Evaluated

**SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**

Work Performed as ☒ Prime Contractor ☐ SubcontractorPercent of Project Work Performed 100%

Description of the Work Performed Thin/Lop Scatter/Pile  
L14 PD00424 15,477/15,477 Award 5/13/14 complete 6/16/14 (345 ac Thin/Lop Scatter)  
L14 PD00582 186,556/186,556 Award 6/17/14 complete 7/20/14 (2172 ac Thin/Lop Scatter)  
L13 PD00026 145,662/145,662 Award 12/2/13 complete 6/14/14 (2800 ac Thin/Lop Scatter)

Contract No. AW-14-0015 Thin/LOP/SC Type of Contract IDICProject Title See aboveDate of Award See Above Completion Date See AboveLocation VALE DIST BLM - ORInitial Amount See above Final Amount See Above**CLIENT INFORMATION (Client to complete this section)**Name of Evaluator JASON SIMMONSCompany/Agency Name VALE DISTRICT BLMAddress 100 OREGON ST. VALE OR 97918Phone Number 541-473-6334Email Address JSIMMONS@BLM.GOVPosition Held or Function in Relation to Project Project Lead & CORSignature [Signature] Date 4/22/15

RATINGS. If the rating is "Un-acceptable", please provide additional information in the Remarks section of this

<input type="radio"/> 'E' Excellent	Performance greatly exceeded the contract requirements
<input checked="" type="radio"/> 'VG' Very Good	Performance exceeded the contract requirements
<input type="radio"/> 'S' Satisfactory	Performance met the contract requirements
<input type="radio"/> 'M' Marginal	Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory.
<input type="radio"/> 'U' Unacceptable	Performance was poor and/or did not satisfy contract requirements
<input type="radio"/> 'N/A' Not Applicable	

Please circle the appropriate rating and provide any supporting information for the following:

**1. QUALITY:**

a) Quality of workmanship or performance related to the project	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U
b) Adequacy/efficiency of quality control	<input type="radio"/> E <input checked="" type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U
c) Timeliness/efficiency of contract problem resolution without extensive customer guidance	<input type="radio"/> E <input checked="" type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U

Contract being evaluated: SUMMIT FORESTS INC.

JASON SUMMERS

## 2. SCHEDULE/TIMELINESS OF PERFORMANCE

a)	Timeliness of submittals, reports, and other documents	E	VG	S	M	U	N/A
b)	Compliance with work progress schedule	E	VG	S	M	U	N/A
c)	Ability to complete work within contract time allowed	E	VG	S	M	U	

## 3. CUSTOMER SATISFACTION

a)	To what extent were the end users satisfied with the project	E	VG	S	M	U	
b)	Contractor was reasonable and cooperative in dealing with your staff including the ability to successfully resolve disagreements/disputes	E	VG	S	M	U	
c)	To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer	F	VG	S	M	U	
d)	Responsiveness to customer's requirements and concerns	E	VG	S	M	U	
e)	Overall customer satisfaction	E	VG	S	M	U	

## 4. MANAGEMENT/PERSONNEL/LABOR

a)	Effectiveness of on-site management, including management of suppliers, subcontractors and labor force	E	VG	S	M	U	N/A
b)	Ability to hire and retain a qualified workforce to this effort	E	VG	S	M	U	N/A
c)	Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	
d)	Effectiveness of overall management	E	VG	S	M	U	

## 5. COST/FINANCIAL MANAGEMENT

a)	Ability to meet terms and conditions within the contractually agreed price	E	VG	S	M	U	
b)	Has there been any indication that the contractor has had any financial problems? (If Yes, explain below)	Yes	No				

## 6. SAFETY

a)	To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan and respond to safety issues	E	VG	S	M	U	
----	--	---	----	---	---	---	--

## 7. GENERAL

a)	Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N/A
b)	Compliance with contractual terms/causes	E	VG	S	M	U	
c)	Would you hire or work with this firm again? (If No, explain below)	Yes	No				
d)	Was this contract partially or completely terminated for default or convenience or are there any pending terminations (If Yes, explain below)	Yes	No				
e)	In summary, provide an overall rating for this contractor	E	VG	S	M	U	

## REMARKS:

Summit has done a very good job for the Vale District. I have really had no issues with their performance, or management of personnel, or timeliness of completion of work. If you have any questions please give me a call.

Email this questionnaire to: [nhoward@fs.fed.us](mailto:nhoward@fs.fed.us)  
 No later than April 29, 2015

Name: Norah Howard, FSC Forest Service Liaison

**U.S. Department of the Interior  
Bureau of Land Management  
CONTRACTOR PERFORMANCE PROFILE**

☐ INTERIM REPORT: (REPORT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_ )  
☒ FINAL REPORT 7/24/2014

**1. CONTRACT IDENTIFICATION**

<b>CONTRACTOR NAME:</b> Summitt Forest Inc <b>ADDRESS:</b> 2305- Ashland Street #435 Ashland, OR 97520	<b>PROJECT TITLE:</b> Pole Creek Unit #1, Unit #2 Slash and Girdle <b>PROJECT LOCATION:</b> Juniper Mountain, Boise District BLM
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**PROJECT DESCRIPTION:** Pole Creek Unit #1 was a slash and girdle unit in preparation for prescribed fire. Contractor cut less than 25% of 4-8in juniper trees and girdled less than 30% of 8-24 in juniper trees. Pole Creek Unit #2 was a slashing unit cutting all juniper except for old growth.

<b>CONTRACT NUMBER:</b> L14XPX00980	<b>AWARD DATE:</b> <b>CONTRACT DUE DATE:</b> 9/28/2014 <b>ACTUAL COMPLETION DATE:</b> 7/23/2014
<b>SOLICITATION METHOD:</b> <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATED	<b>CONTRACT AWARD AMOUNT:</b> \$115,527.00 <b>CUMULATIVE TOTAL TO DATE:</b> \$115,527.00 <b>FINAL CONTRACT AMOUNT:</b> \$115,527.00
<b>TYPE OF CONTRACT:</b> <input checked="" type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER:	

**II. PERFORMANCE EVALUATION** Enter a numeric rating for each category below: 1=Poor; 2=Fair; 3=Good; 4=Excellent; 5=Outstanding. Detailed comments are required for each rating assigned. See scoring matrix attached.

CATEGORY	RATING
<b>A. QUALITY/TECHNICAL PERFORMANCE:</b> Contract foreman and all 12 members of the cutting crew performed outstanding. Foreman was open to corrections to quality and crewmembers would fix any deficiencies once informed by the foreman. I thought that the product that we got was excellent and required very little oversight on the part of the COTR and the PI.	5
<b>B. CONTRACT MANAGEMENT:</b> Contract management went great. The contract foreman would notify me whenever he had any questions and when he was ready for inspection. Contractor was always on time even with the long travel time in and out of the unit.	5
<b>C. TIMELINESS:</b> Contractor finished in 13 days on a project that had an allowable time of 80 days. Crewmembers can move very fast so you have to make sure you are clear on what you want cut and what you don't. Once you tell them that they are good to start you better be prepared for trees to hit the ground fast.	5
<b>D. COST CONTROL (IF APPLICABLE):</b> N/A	
<b>TOTAL SCORE (SUM OF SCORES FROM EACH CATEGORY):</b>	15



**E. WOULD YOU SELECT THIS FIRM AGAIN?** ☒ Yes ☐ No

**PLEASE EXPLAIN:** This firm provided the Boise BLM with an excellent crew of experienced sawyers in the juniper fuel type. The crew along with a very knowledgeable foreman executed the contract to near perfection and way ahead of schedule. The contractor did not camp out even with the very long drive time which I think helped them get more out of the employees. I would highly recommend this specific crew for juniper work especially if it is a girdling unit in preparation for a prescribed burn.

1

**III. EVALUATOR**

<b>NAME:</b> Ben Sitz	<b>OFFICE:</b> Boise BLM
<b>TITLE:</b> Fuels Specialist (COTR)	<b>TELEPHONE NO:</b> 208-384-3387
<b>SIGNATURE:</b> /s/ Benjamin Sitz	<b>E-MAIL ADDRESS:</b> bsitz@blm.gov
<b>DATE:</b> 7/24/2014	

**IV. CONTRACTOR REVIEW (TO BE COMPLETED BY THE CONTRACTOR)**

<b>CONTRACTOR NAME:</b> <b>ADDRESS:</b>	<b>PHONE NO:</b> <b>FAX NO:</b> <b>E-MAIL ADDRESS:</b>
<input type="checkbox"/> I AGREE WITH THE ASSIGNED RATING <input type="checkbox"/> I DISAGREE WITH THE RATING ASSIGNED (PROVIDE EXPLANATION BELOW):	
<b>SIGNATURE:</b> s:// Ben Sitz <b>DATE:</b>	

**V. FINAL AGENCY RATING AND REVIEW (TO BE COMPLETED BY THE CONTRACTING OFFICER)**

<b>FINAL RATING</b>			
<b>QUALITY AND TECHNICAL PERFORMANCE</b>	<b>CONTRACT MANAGEMENT</b>	<b>TIMELINESS</b>	<b>COST CONTROL</b>
<b>MEAN SCORE (SUM OF SCORES DIVIDED BY NUMBER OF CATEGORIES EVALUATED)</b>			
<b>CONTRACTING OFFICER NAME:</b>		<b>PHONE NO:</b>	
<b>SIGNATURE:</b>		<b>FAX NO:</b>	
<b>DATE:</b>		<b>E-MAIL ADDRESS:</b>	
<b>AGENCY OFFICIAL REVIEW: (AN AGENCY OFFICIAL ONE LEVEL ABOVE THE CONTRACTING OFFICER MUST COMPLETE THIS SECTION IF THE CONDITIONS IN FAR 42.1503 APPLY)</b>			
<b>AGENCY OFFICIAL NAME:</b>		<b>PHONE NO:</b>	
<b>TITLE:</b>		<b>FAX NO:</b>	
<b>SIGNATURE:</b>			



Dinah Walker <summittforests@gmail.com>

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## Alvero Ledesma

1 message

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Nicole Nielson <nicolenielson@utah.gov>  
To: summittforests@gmail.com

Sat, Oct 5, 2013 at 1:35 PM

I just wanted to give you some feedback on one of your crews that has been doing chainsaw work near Price, UT. Alvero Ledesma and his crew did a great job on the Horse Canyon lop and Scatter project. He arrived this morning to do the 64 acres of lop and scatter and they were done extremely fast and the quality of work was fantastic. I have worked with Alvero in year past, Alvero and his crew always do quick work and get all of the green limbs. I appreciate working with Alvero and his crew.

Nicole Nielson  
Oil and Gas Biologist  
Utah Division of Wildlife Resources  
319 N. Carbonville Rd. Suite A  
Price, UT 84501  
435-820-0687



CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

NONSYSTEMS

1. Name/Address of Contractor (Division):

Company Name: SUMMITT FORESTS INC

Division Name:

Street Address: 1257 SISKIYOU BLVD

City, State, Zip Code: ASHLAND,OR,97520

Province/Country: US

CAGE Code: DUNS+4 Number: 608261764

PSC: F006 NAICS Code: 115310

2. Report Type:

☐ Interim ☒ Final Report ☐ Addendum

3. Period of Performance Being Assessed: 06/04/2012 - 09/20/2012

4a. Contract Number:

INL10PC00386 INL12PD00660

4b. Business Sector & Sub-Sector:

Facilities Services

5. Contracting Office: UT-CEDAR CITY FIELD OFFICE

6. Location of Contract Performance:

7a. Contracting Officer: MATT MADARIAGA

7b. Phone Number: 4358961500

8a. Contract Award Date: 06/04/2012 8b. Contract Effective Date: 09/20/2012 9. Contract Completion Date:

11. Awarded Dollar Value: \$168,485 12. Current Contract Dollar Value: \$168,485

13. ☒ Competitive ☐ Non-Competitive

14. Contract Type: ☒ FFP ☐ FPI ☐ FPR ☐ CPFF ☐ CPIF ☐ CPAF ☐ OTHER  
MIXED/OTHER:

15. Key Subcontractors and Effort Performed:

CAGE:

CAGE:

CAGE:

16. Program Title:

Deep Creek Fuels Reduction

17. Contract Effort Description:

Slash, lop and scatter, hand pile and cover of pinyon and juniper trees.

Small Business Utilization

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

18. Evaluate the following Areas: Past Rating Rating Trend

a. Quality of Product or Service N/A Satisfactory N/A

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42.1503

b. Schedule	N/A	Satisfactory	N/A
c. Cost Control	N/A	Satisfactory	N/A
d. Business Relations	N/A	Satisfactory	N/A
e. Management of Key Personnel	N/A	N/A	N/A
f. Utilization of Small Business	N/A	N/A	N/A

g. Other Areas:

(1):	N/A
(2):	N/A
(3):	N/A
(4):	N/A
(5):	N/A
(6):	N/A
(7):	N/A
(8):	N/A

19. N/A

#### 20. Assessing Official Narrative:

(i.e., PMS, PMA, or Equivalent Individual) Responsible for Program, Project, or Task/Job Order Execution

QUALITY OF PRODUCT OR SERVICE: Contract standards were met.

SCHEDULE: Standards were met.

COST CONTROL: Standards were met.

BUSINESS RELATIONS: Response to issues was effective and timely.

ADDITIONAL/OTHER: Contract requirements were met and quality of work was good.  
Contract was completed ahead of schedule.

RECOMMENDATION: Given what I know today about the Contractor's ability to execute what they promised in their proposal, I probably would award to them today given that I had a choice.

#### 21. Name and Title of Assessing Official

Name: JOLYN GOSS

Title: CONTRACTING OFFICER Organization: DEPT OF INTERIOR BLM

Phone Number: 801-539-4165 Fax Number: 801-539-4222

Email Address: jgoss@blm.gov Date: 07/31/2013

#### 22. Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

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CONCURRENCE: I concur with this assessment.

**23. Name and Title of Contractor Representative**

Name: SCOTT NELSON

Title: PRESIDENT

Phone Number: Fax Number:

Email Address: Date: 07/17/2013

**24. Review by Reviewing Official:**

Agree with Assessment

**25. Name and Title of Reviewing Official**

Name: JOLYN GOSS

Title: CONTRACTING OFFICER Organization: DEPT OF INTERIOR BLM

Phone Number: 801-539-4165 Fax Number: 801-539-4222

Email Address: [jgoss@blm.gov](mailto:jgoss@blm.gov) Date: 07/31/2013

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**ADDENDUM  
CITY OF AUSTIN, TEXAS  
INVITATION FOR BID**

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Solicitation: 8200-DCM1001

Addendum No: 1

Date of Addendum: February 15, 2019

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This addendum is to incorporate the following changes to the above referenced solicitation:

**1.0 Provide information on the Pre-Bid Conference:**

Date: February 21, 2019

Time: 10:30 a.m.

Location: 6555 FM 967

Buda, TX 78610

Parking: Parking immediately inside the gate

Meeting Location: Immediately inside the gate

Contact Phone for pre-bid only: 512-350-0634

Map is attached showing location of the pre-bid meeting.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

ACKNOWLEDGED BY:

Summitt Forest Inc.  
Vendor Name

[Signature]  
Authorized Signature

2/28/19  
Date

***RETURN A COPY OF THIS ADDENDUM  
to the Purchasing Office, City of Austin, Texas with your bid.  
Failure to do so may constitute grounds for rejection of your bid.***



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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Solicitation: IFB 8200-DCM1001

Addendum No: 2

Date of Addendum: February 28, 2019

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1.0 This addendum is to incorporate the following changes to the above referenced solicitation:

- A. Updated Section 0600 - Bid Sheet has been posted to Vendor Connection to remove unnecessary tabs.
- B. Provide Responses to Contractor questions from Pre-Bid Meeting held on February 21, 2019.

Q1 Who designates "All juniper equal to or less than 8" DBH?"

A1 There are often hundreds of trees per acre, so it is dependent on the Operator to eyeball. Upon contract award, the Contract Manager or designee will schedule a walk through with the awarded contractor.

Q2 What happens if the Contractor accidentally thins the junipers diameter at breast height to 9" or 10" DBH?

A2 Specifications listed in Section 0500-Scope of Work of IFB 2200-DCM1001, are minimum specifications. If 9" or 10" DBH are taken out, there will not be a penalty.

Q3 Will the united boundaries be delineated in ground?

A3 Boundaries will be clearly delineated in the field by the Contract Manager or designee using flagging or other obvious landmarks.

Q4 Are the pushback 50 feet on all boundaries?

A4 Boundaries will be designated in maps provided by the Contract Manager or designee at contract award.

Q5 Driving around today, are there many roads that are this rugged?

A5 Yes, there are roads that are rugged, and many are similar to what we have been driving on.

Q6 Section 0600- Bid Schedule had three pages, however, it appears that one page is applicable to this procurement. Can you clarify?

A6 Addendum 2 provides an updated Section 600-Bid Schedule Revision 1 – Revised February 26, 2019, to remove the additional unnecessary tabs. Respondents shall use the updated Section 0600 Bid Sheet Revision 1 – Revised February 26, 2019, posted on Vendor Connection.



- Q7 Why is the bid sheet broken into 4", 6", and 8" diameter at breast height size classes?  
A7 Size classes correspond to the size classes in the chart located in Section 6.2 of Section 0500 Scope of Work of IFB 2200-DCM-1001. Contractors should enter a bid for all three size classes to have the best chance of being selected.
- Q8 Is it allowable to harvest and remove cedar posts from target trees after they have been cut?  
A8 Yes, on a trial basis, provided that all other provisions in the specifications are adhered to and pending approval from the Contract Manager or designee.
- Q9 Can you provide us with pricing information for the contract that preceded this one?  
A9 Prior pricing for these services have ranged in the \$500-\$653 amount for areas 70 acres and larger.
- Q10 Is the Unit of Measure on the Bid Sheet supposed to be "1 acre" or "acre"?  
A10 Work on this project is measured in acres and we need a price per acre.

C. See attached Pre-Bid Meeting Sign-in Sheet.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

**SUMMITT FORESTS, INC.**  
2305 ASHLAND ST STE C PMB 432  
ASHLAND, OR 97520  
(541) 535-8820  
summittforests@gmail.com

ACKNOWLEDGED BY:

Scott Nelson, Pres  
Vendor Name

[Signature]  
Authorized Signature

3/1/19  
Date

**RETURN A COPY OF THIS ADDENDUM**  
to the Purchasing Office, City of Austin, Texas *with your bid*.  
Failure to do so may constitute grounds for rejection of your bid.



**BID SHEET**  
**CITY OF AUSTIN**  
**JUNIPER CUTTING SERVICES AT THE WATER QUALITY PROTECTON LANDS**  
**Revision 1---Revised February 26, 2019**

**SOLICITATION NO.:** **2200-DCM-1001**

**BUYER:** **Diana C. McIntosh**

**Special Instructions:** Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work, such as disposal fees. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**CATEGORY 1 - JUNIPER CUTTING SERVICES**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Juniper cutting - Target Diameter at Breast Height = 4 inches or less	Acre	5	\$342.00	\$1,710.00
1.2	Juniper cutting - Target Diameter at Breast Height = 6 inches or less	Acre	31	\$384.00	\$11,904.00
1.3	Juniper cutting - Target Diameter at Breast Height = 8 inches or less	Acre	170	\$439.00	\$74,630.00

**\*\*Note\*\* Bid prices shall apply to new work areas not currently included in Appendix A. Respondent shall not charge separately for disposal fees, administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the bid prices.**

**TOTAL FOR CATEGORY 1 = \$88,244.00**

**CATEGORY 2 - CHECKLIST OF REQUIRED ITEMS AND ACKNOWLEDGEMENTS**

**CHECKLIST OF REQUIRED ITEMS AND ACKNOWLEDGEMENTS**

2.1	Does Respondent have a minimum of three (3) years' experience providing tree removal, bush management, or habitat management services	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.2	Respondent provided Attachment B List of Equipment with Bid.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.3	Respondent employees qualified supervisors and workers who are skilled to operate equipment needed to perform these services	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

**COMPANY NAME:**

Summitt Forests, Inc

**EMAIL ADDRESS:**

summittforests@gmail.com

**SUMMITT FORESTS, INC.**  
**2305 ASHLAND ST STE C PMB 432**  
**ASHLAND, OR 97520**  
**(541) 535-8920**  
**summittforests@gmail.com**



## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Diana McIntosh 42034	<b>PM Name/Phone</b>	
<b>Sponsor/User Dept.</b>	Austin Water	<b>Sponsor Name/Phone</b>	Lydia Rodriguez-Torres 512-972-0329
<b>Solicitation No</b>	128091	<b>Project Name</b>	Juniper Cutting Services The Water Quality Protection Lands
<b>Contract Amount</b>	\$140,000/year	<b>Ad Date (if applicable)</b>	1/15/2018
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The juniper cutting services at the Water Quality Protection Lands, are needed to help meet the goals of restoring these selected lands to grassland and savanna ecosystems. This type of service will help to yield optimal water quantity and quality to recharge the Edwards Aquifer and provide sustained flow to Barton Springs.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Current Contract Info: Mike Vaughn Pasture & Range MGMT LLC (Vendor #V00000948121); Contract No.: NA180000019 Solicitation No.: ISR0033-***WERE GOALS ASSIGNED*** (SEE MA FILE)			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
Commodity Code: 96888 Tree and Shrub Removal Services			
Diana McIntosh		1/10/2019	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	1/3/2019	<b>Date Assigned to BDC</b>	1/3/2019
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	

## GOAL DETERMINATION REQUEST FORM

	% Asian/Native American	% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

There are 16 M/WBEs available for this project.

### Subcontracting Opportunities Identified

There are no subcontracting opportunities on this project.

Sonya Powell

<b>SMBR Staff</b>	<i>Sonya Powell</i>	<b>Signature/ Date</b>	<i>1/14/19</i>
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<b>SMBR Director or Designee</b>	<i>[Signature]</i>	<b>Date</b>	<i>1/15/19</i>
----------------------------------	--------------------	-------------	----------------

**Returned to/ Date:**